



MONROE COUNTY COMMISSIONERS

Penny Githens, President
Julie Thomas, Vice President
Lee Jones

Monroe County Courthouse, Room 323
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-2550

COMMISSIONERS' HYBRID MEETING AGENDA Wednesday, December 6, 2023, at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUwV3RoeDFldG5GUT09>

Meeting ID: 843 5333 7265 Password: 162537 Dial by your location: 1 312 626 6799 US (Chicago)

- The public’s video feed will be turned off by the Technical Services Department meeting administrator.
- The public will be able to listen and record.
- The public should raise their hand if they wish to speak during the public comment period.

“Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact the Monroe County Title VI Coordinator, Angie Purdie, (812) 349-2550, apurdie@co.monroe.in.us, as soon as possible, but no later than forty-eight (48) hours before the scheduled event. Individuals requiring special language services should, if possible, contact the Monroe County Title VI Coordinator at least seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public.”

1. CALL TO ORDER BY COMMISSIONER GITHENS

2. COMMISSIONERS’ PUBLIC STATEMENT READ BY COMMISSIONER THOMAS

3. DEPARTMENT UPDATES
Health – Lori Kelley

4. PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)

5. APPROVAL OF MINUTES
November 29, 2023

5

6. APPROVAL OF CLAIMS DOCKET
Accounts Payable – December 6, 2023

7. REPORTS
Weights and Measures, Oct 16 – Nov 15, 2023

12

8. NEW BUSINESS

A. RESOLUTION 2023-35; APPROVING STATEMENT OF BENEFIT FOR NHANCED SEMICONDUCTORS, INC.

13

Presenter: Jeff Cockerill

NHanced Semiconductors, Inc., has applied for a tax abatement in the Curry-Profile TIF allocation area. In order to approve this tax abatement, the Commissioners must adopt a resolution approving the Statement of Benefits.

B. MOA WITH INDIANA PROSECUTING ATTORNEYS COUNCIL FOR CONTINUED FUNDING FOR HIGH TECH CRIMES UNIT (HTCU)

26

Fund Name: High Tech Crimes Unit

Fund Number: 9159

Grant Amount: \$285,000 annually

Presenter: Erika Oliphant

This is a request for signature on a Memorandum of Agreement to be entered into between the Monroe County Board of Commissioners, the Monroe County Prosecutor, and Indiana Prosecuting Attorneys Council. The contract amount is for a maximum of \$285,000 for 2024 for the administration and maintenance of a High Tech Crimes Unit. This MOA shall be effective for a term of one year and commence on January 1, 2024. This agreement may be renewed under the same terms and conditions for any term agreed upon by the parties. The HTCU will serve Monroe, Bartholomew, Brown, Greene, Jackson, Lawrence, Marion, Morgan, Orange, Owen, and Washington Counties.

C. ORDINANCE 2023-48; AMEND MONROE COUNTY CODE CHAPTER 270; RETURNED CHECKS

44

Presenter: Jessica McClellan

The treasurer's office is receiving a high number of returned payments from e-checks and credit cards. These returned payments incur a cost to the county, from the credit card processor and through the cost of notifying the customer. This amendment allows the county to collect a \$40 fee for the return of any payment made to the treasurer.

D. INVOICE CLOUD CREDIT CARD PROCESSING AGREEMENT

46

Fund Name: County General

Fund Number: 1000

Amount: \$480

Presenter: Jessica McClellan

The attached contract is with a vendor known as InvoiceCloud who would provide credit card processing services to the Treasurer's office. This service would continue to allow Monroe County residents to make online payments for property taxes.

PCI Compliant storage of confidential information.

Integration with the county's financial software.

Payer portal - an electronic bill presentment that simulates the paper invoice and is available in pdf and/or html format.

Ability to schedule future payments.

Ability to make partial payments.

Customer account registration for storage of parcel and payment information

Opt In/Opt Out of email reminders for all online payers. No need to register for a separate e-billing service.

Account verification prior to payment
E-check - \$1.50
Credit - 2.75%
IVR (Phone) surcharge - \$0.95
Cost to county: \$20 per month for 2 card reader terminals - \$40 per month.

- E. BARNES & THORNBURG, LLP SUPPLEMENTAL ENGAGEMENT OF COUNSEL RE: BRIDGE BOND** 65
Fund Name: 2023 Bridge Improvements
Fund Number: 4818
Amount: \$34,000
Presenter: Jeff Cockerill

Supplemental engagement of bond counsel, to provide a fixed fee of \$34,000.00 to Barnes & Thornburg LLP for services as bond counsel in connection with the Bridge Improvement Bonds.

- F. RESOLUTIONS 2023-33; COMMISSIONERS 2024 MEETING DATES and** 77
2023-34; 2024 APPEALS HEARING DATES
Presenter: Angie Purdie

Request approval of Resolution 2023-33 Commissioners' Meeting Dates 2024 and Resolution 2023-34 Appeals Hearing Dates 2024.

- G. AWARD 2024 ASPHALT BIDS** 82
Fund Name: Motor Vehicle Highway
Fund Number: 1176
Presenter: Lisa Ridge

In 2023 asphalt bids were awarded to E&B Paving and Milestone. The Department was able to award two bidders in accordance with IC36-1-12-4. In the bid documents the bidder has the option to rollover their pricing into 2024 if desired. E&B has accepted to rollover their 2023 bid price to 2024. Milestone chose not to rollover their pricing. Therefore, The Department would like to award the 2024 asphalt bid to E&B Paving.

- H. BEAM, LONGEST AND NEFF SUPPLEMENTAL FOR ROCKPORT BRIDGE #308 REPLACEMENT** 92
Fund Name: Rockport Road Bridge #308
Fund Number: 8165
Amount: \$10,300
Presenter: Lisa Ridge

In the original scope of the project, CRA (Cultural Resource Analysis, Inc.) was subcontracted by BLN and asked to provide the proposal for the services that were anticipated to conform with the Minor Project Programmatic Agreement (MPPA). The quote included Archaeological Records Check and Field Reconnaissance. It has now been determined that Section 106 will need completed for the project. This will include expenses of conducting the historic architectural resource survey, preparing a historic property report (HPR), documenting project efforts, preparing the 800.11 and coordinating the documents with INDOT and consulting parties. The supplemental will be forwarded to INDOT to request additional funds to cover 80% of the supplemental.

I. BUTLER, FAIRMAN AND SEUFERT, INC. SUPPLEMENTAL #3 FOR SAMPLE ROAD PH I AND PH II

Fund Name: Sample Road, PH I & II

Fund Number: 8161 & 8162

Amount: \$12,735

Presenter: Lisa Ridge

This supplemental is for the additional services that are required for utility coordination during the project. The county requested bi-weekly meetings so that we could keep up with the progress on the utility work during the project. This is going to be reimbursed 80% (\$10,188) by INDOT after completion of the project, there are still existing funds on the PO to be used.

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT



MONROE COUNTY COMMISSIONERS

Penny Githens, President
Julie Thomas, Vice President
Lee Jones

Monroe County Courthouse, Room 323
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-2550

COMMISSIONERS’ HYBRID MEETING SUMMARY MINUTES Wednesday, November 29, 2023, at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUUwV3RoeDFldG5GUT09>
Meeting ID: 843 5333 7265 Password: 162537 Dial by your location: 1 312 626 6799 US (Chicago)

Members

Penny Githens, President, Present, In Person
Julie Thomas, Vice President, Present, In Person
Lee Jones, Not Present

Staff

Angie Purdie, Commissioners’ Administrator, Present, In Person
Jeff Cockerill, Legal Counsel, Present, In Person

1. CALL TO ORDER BY COMMISSIONER GITHENS 10:03 am

2. COMMISSIONERS’ PUBLIC STATEMENT READ BY COMMISSIONER GITHENS 10:03 am

3. DEPARTMENT UPDATES 10:04 am
Health – Lori Kelley

4. AGENDA AMENDMENT 10:06 am

Thomas made a motion to add item “F” to agenda. Githens seconded.
Githens called for a voice vote.
Motion carried. 2-0.

5. PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker) 10:21 am

6. APPROVAL OF MINUTES 10:22 am
November 15, 2023

Thomas made a motion to approve. Githens seconded.

Githens called for a voice vote.
Motion carried 2-0.

- 7. APPROVAL OF CLAIMS DOCKET**
Accounts Payable – November 29, 2023
Payroll – December 1, 2023

10:22 am

Thomas made a motion to approve. Githens seconded.
Cockerill noted that after the claims were sent to the Auditor’s Office, the closing statement for the Indiana Recovery Alliance land purchase was received in the amount of \$335,752.50. Closing will be on Friday, December 1, 2023 and suggested this amount be included in the claims total.
Thomas made a motion to amend the claim to include the \$335,725.50. Githens seconded.
No public comment.
Githens called for a voice vote on amended motion.
Motion carried 2-0.
Githens called for a voice vote on the total claims.
Motion carried 2-0.

- 8. REPORTS**
Treasurer – October 2023
Clerk of Circuit Court – October 2023

10:25 am

9. NEW BUSINESS

- A. 2024 DEPARTMENT OF CORRECTION COMMUNITY CORRECTIONS GRANT CONTRACT**
Fund Name(s): Community Corrections, Pretrial Services, Drug Court, Mental Health Court
Fund Number(s): 9142, 9144, 9148, 9150
Grant Amount: \$1,528,120
Presenter: Becca Streit (Virtual)

10:25 am

The Indiana Department of Correction (IDOC) has awarded Monroe Circuit Court Probation/Community Corrections a total of \$1,528,120 in grant funds for the Community Corrections Program, Pretrial Services, and two Court Recidivism Reduction Programs: Drug Treatment Court and Mental Health Court.

Grant funding will go toward staff salaries and fringe benefits to continue supporting programs including Home Detention and Electronic Monitoring; the Day Reporting Program; Pretrial Services Program; and the Drug Treatment Court and Mental Health Court Problem Solving Court Programs.

The grant funding also supports the use of Evidence-based Practices (EBP) and continuous quality improvement efforts to ensure that Probation and Community Corrections clients are receiving services that promote positive life changes and community safety.

Monroe County was also recently recognized for its 40th year as an Indiana Community Corrections Program.

Fund numbers for 2024 grants:

9142.0000 Community Corrections
9144.0000 Pretrial Services
9148.0000 Drug Court
9150.0000 Mental Health Court

Thomas made a motion to approve. Githens seconded.
Githens called for a voice vote.
No public comments.
Githens called a voice vote.
Motion carried 2-0.

B. DISASTER RECOVERY SERVICE AGREEMENT RENEWAL 2024

10:28 am

Fund Name: Recorder's Perpetuation Fund
Fund Number: 1189
Amount: \$2,170.74
Presenter: Amy Swain

Business continuity focuses on keeping business operational during a disaster. Because of the role the Recorder's Office plays in land records management, disaster recovery is a vital consideration to prevent interruption of service to our community.

Computer Systems Inc (CSI) is our current software provider and stores our data and images in the CSI Cloud Backup. Within four hours of notification by us, CSI will restore the software to our local production server and restore the data and images from the Cloud Access System to get us back up and running. If there is a problem with this, CSI will provide a Cloud Access System specific to our county so we can retrieve the data that way. This is a renewal of our annual Disaster Recovery agreement with CSI.

Thomas made a motion to approve. Githens seconded.
Thomas made a motion to Table this item until December 6, 2023 meeting. Githens seconded.
Githens called for a voice vote.
Motion 2-0.

C. REQUEST FOR APPROVAL OF AN ADVERTISING SERVICE CONTRACT

10:35 am

Fund Name: Health
Fund Number: 1159
Amount: \$2,661.12
Presenter: Lori Kelley

The Health Department is requesting approval of a service contract for radio advertising. This service contract will allow the Health Department to increase awareness of respiratory illnesses and preventative methods for staying safe throughout the winter season.

Thomas made a motion to approve. Githens seconded.
No public comments.
Githens called a voice vote.
Motion carried 2-0.

D. ORDINANCE 2023-47; APPROVING INTERLOCAL AGREEMENT WITH CITY REGARDING THE CAPITAL IMPROVEMENT BOARD

10:37 am

Presenter: Jeff Cockerill

The Interlocal Cooperation Agreement between the County and the City regarding the CIB. The agreement includes the following:

1. All the CVC members will be appointed by the County, two by the Commissioners and three by the County Council. Two of the County Council appointees would be made after giving "good faith consideration" to a list of at least three qualifying individuals. The third County Council appointee, the only one that is not subject to statutory restrictions, would be made by the County Council from a list of four recommendations by the City Council.
2. When the F&B debt is issued, the property will be placed in a City Organization, to utilize the State Code a lease purchase agreement to not cause constitutional debt service issues.

Thomas made a motion to approve. Githens seconded.

Public comments:

John Whitehart, Monroe County resident and CIB member

Eric Spoonmore, Monroe County resident and CIB member

Githens made a motion to **Table** this item to a future date. Thomas seconded.

Githens called a voice vote.

Motion carried 2-0.

E. AMENDMENT TO THE AGREEMENT FOR CONVENTION CENTER MANAGEMENT

11:09 am

Fund Name: Convention Center Operating Fund

Fund Number: 4005

Amount: \$420,000

Presenter: Jeff Cockerill

An agreement for the management of the convention center at a rate of \$35,000 per month. (\$420,000.00 total).

Thomas made a motion to approve. Githens seconded.

Public comments:

Talisha Coppock, Executive Director, Downtown Bloomington Inc.

Githens called a voice vote.

Motion carried 2-0.

F. AMERICAN RESCUE PLAN ACT POLICY (ARPA) REVISION #8

11:13 am

Thomas made a motion to approve. Githens seconded.

Thomas made a motion to amend this plan revision by temporarily removing item #34, continuing item #34 until the December 13th meeting. All other items in the plan revision to be approved. Githens seconded, commenting she is against any jail transition team salaries/monies being taken out of ARPA funds.

Githens called for a voice vote on amended motion to continue item #34 on December 13, 2023.

Motion carried 2-0.

Githens called for a voice vote on amended revised motion.

Motion 2-0.

10. APPOINTMENTS

11:43 am

None

11. ANNOUNCEMENTS

11:43 am

Free COVID-19 testing available at the Monroe County Health Department, 119 W. 7th Street as well as the Monroe County Public Health Clinic located at 333 E. Miller Drive.

Accepting applications for all boards and commissions. Go to www.co.monroe.in.us for more information or to fill out application.

The Commissioners have virtual office hours via Zoom each month for anyone wanting to speak with a commissioner. Please go to the calendar at www.co.monroe.in.us for dates and times.

Monroe County Commissioners’ Blood Drive will be held at [Ivy Tech, Shreve Hall, 200 Daniels Way, Bloomington, IN](#) on the following dates:

Wednesday, December 13, 1pm – 6pm

Friday, December 15, 10 am – 3pm

Wednesday, January 3, 2024, 1pm – 6pm

Thursday, January 4, 2024, 10am – 3pm

Residents can sign up for the [Monroe County Alert Notification System](#) for all weather and health related emergencies and updates. To sign up visit www.co.monroe.in.us .

Monroe County Commissioners and Monroe County Council have extended the Assistance Fund for county residents who need assistance in paying rent or utilities. Contact your local Township Trustee for further information.

TOWNSHIP TRUSTEE	Phone	email
*New Trustee		
Bean Blossom- Ronald Hutson	812.935.7174	beanblossomtrustee19@gmail.com
Benton - Michelle Bright	812.339.6593	michelleabright@gmail.com
Bloomington – *Efrat Rosser	812.336.4976	bloomingtontownship@in.gov
Clear Creek - Thelma Jefferies	812.824.7225	thelma@bluemarble.net
Indian Creek - Chris Reynolds	812.824.4981	indiancreektownship@gmail.com
Perry - Dan Combs	812.336.3713	trustee@perrytownship.info
Polk –*Scott Smith	812.837.9446	polktownshiptrustee@gmail.com
Richland - Marty Stephens	812.876.2509	rttfrontdesk@bluemarble.net
Salt Creek - *Joan Hall	812.837.9140	jcareyhall@gmail.com
Van Buren - Rita Barrow	812.825.4490	rbarrow@vanburentownship.org
Washington – *Mary VanDeventer	812.325.1708	mvandeventertrustee@gmail.com .

12. ADJOURNMENT

11:45 am

The summary minutes of the November 29, 2023, Board of Commissioners' meeting were approved on December 6, 2023.

MONROE COUNTY COMMISSIONERS

"Aye"

"Nay"

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones, Member

Lee Jones, Member

ATTEST:

Catherine Smith, Auditor
Monroe County, Indiana

Date



**MONROE COUNTY BOARD OF COMMISSIONERS'
WORK SESSION SUMMARY
Wednesday, November 29, 2023
Nat U. Hill Meeting Room - 3rd Floor, Courthouse and Zoom Connection**

Members

Penny Githens, President, Present, In Person
Julie Thomas, Vice President, Present, In Person
Lee Jones, Not Present

Staff

Angie Purdie, Commissioners' Administrator, Present, In Person
Jeff Cockerill, Legal Counsel, Present, In Person

1. Jeff Cockerill, Legal

Monroe County written plan for use of Food and Beverage Funds in accordance with IC 6-9-41-14

Thomas made motion to approve. Githens seconded.

Public comments:

Kate Wiltz, County Council

Githens called for a voice vote.

Motion carried 2-0.

2. David Schilling, Legal

Approval of attorney fee settlement regarding Geft Outdoor, LLC case in the amount of \$28,000.

Thomas made a motion approve agreement and to authorize President Githens to sign the agreement on Behalf of the Monroe County Board of Commissioners. Githens seconded.

No public comments.

Githens called for a voice vote.

Motion carried 2-0.



WEIGHTS AND MEASURES MONTHLY REPORT
State Form 44196 (R2/10-99)

Indiana Division of Weights & Measures
2525 N Shadeland Ave., Ste D3, Indianapolis, Indiana 46219
Office: (317) 356-7078 * Fax: (317) 351-2877
www.in.gov

Inspector: Scott A Sowder
Jurisdiction: Monroe
Date Start: October 16, 2023
Date End: November 15, 2023



INSPECTION ACTIVITIES	Correct	Rejected	Red Tags	TOTAL
SCALES				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County	3	4		7
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales	1			1
Hopper Scales				
Computing Scales	21	2	1	24
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales	12	3	1	16
MEASURING DEVICES				
LPG Meters				
CNG Meters				
Vehicle Truck Meters	10	1		11
Gasoline, Kerosene, Diesel Tests	2			2
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TESTS				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				
Liquid Measures				
Linear Measures				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked	222			222
Firewood	15			15
LP Gas Cylinders				
Octane samples				
Mulch				
Misc. Determinations	4			4
GRAND TOTAL	290	10		300

COMMENTS (Explain Miscellaneous Tests and Activities)
Fueling Trucks I was able to certify the meters on the airport refueling trucks this month. I have one more business left with vehicle tank meters to certify. Weather permitting, I should be able to get this by the end of the year.
Wrestling Scales I was able to complete all of my high school wrestling scales this month. I still have the scales three of the middle schools remaining but I should be able to complete them this month.
Package Checking I did some auditing at the grocery store this month. Luckily, I did not find any large issues. Since we are in "turkey" season, I hope to get some more in prior to the end of the year.
Annual IAIWM Conference. We had our annual Weights and Measures conference this month. It was very informative, as usual. One of the highlighted subjects this year was testing of Electric Vehicle recharging stations. Indiana has not yet established a testing program for this but it is something we will be seeing more of in the near future.

FILED

NOV 22 2023

Catherine Smith

Auditor Monroe County, Indiana



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

NHanced Semiconductors, Inc., has applied for a tax abatement in the Curry-Profile TIF allocation area. In order to approve this tax abatement, the Commissioners must adopt a resolution approving the Statement of Benefits.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="NA"/>	<input type="text" value="NA"/>	<input type="text" value="NA"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

RESOLUTION 2023 –35

A RESOLUTION APPROVING THE STATEMENTS OF BENEFITS FOR NHANCED SEMICONDUCTORS, INC.

WHEREAS, from NHanced Semiconductors, Inc. has applied for a tax abatement in the Curry-Profile TIF allocation area; and,

WHEREAS, Indiana Code 6-1.1-12.1-2(l) requires the legislative body that approved the allocation area to approve the statement of benefits in order for a tax abatement to be granted; and,

WHEREAS, the Monroe County Board of Commissioners has reviewed the Statements of Benefits that are attached as Exhibit A.

NOW, THEREFORE, the Monroe County Commissioners approves the Statements of Benefits for from NHanced Semiconductors, Inc. that is incorporated as Exhibit A to this resolution.

Adopted this 6th day of December, 2023.

MONROE COUNTY BOARD OF COMMISSIONERS

“YEAS”

“NAYS”

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones, Member

Lee Jones, Member

ATTEST:

Catherine Smith, Monroe County Auditor



STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51764 (R5 / 1-21)

Prescribed by the Department of Local Government Finance

FORM SB-1 / PP

PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

INSTRUCTIONS:

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body **BEFORE** a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.
2. The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying abatable equipment for which the person desires to claim a deduction.
3. To obtain a deduction, a person must file a certified deduction schedule with the person's personal property return on a certified deduction schedule (Form 103-ERA) with the township assessor of the township where the property is situated or with the county assessor if there is no township assessor for the township. The 103-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.
4. Property owners whose Statement of Benefits was approved, must submit Form CF-1/PP annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
5. For a Form SB-1/PP that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/PP that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IC 6-1.1-12.1-17)

SECTION 1 TAXPAYER INFORMATION

Name of taxpayer Nhanced Semiconductors, Inc.	Name of contact person Robert Patti
Address of taxpayer (number and street, city, state, and ZIP code) 1201 N. Raddant Road -- Batavia, IL 60510	Telephone number (331) 701-7070

SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT

Name of designating body Monroe County Council	Resolution number (s)	
Location of property See attached	County Monroe	
	DLGF taxing district number 53011	
Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. (Use additional sheets if necessary.) See attached	ESTIMATED	
		START DATE
		COMPLETION DATE
	Manufacturing Equipment	01/01/2024
	R & D Equipment	01/01/2024
Logist Dist Equipment	01/01/2024	
IT Equipment	01/01/2024	

SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT

Current Number 0	Salaries 0	Number Retained	Salaries	Number Additional 250	Salaries \$25,000,000
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SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT

NOTE: Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the COST of the property is confidential.	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Current values								
Plus estimated values of proposed project	\$150,000,000						\$2,000,000	
Less values of any property being replaced								
Net estimated values upon completion of project								

SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

Estimated solid waste converted (pounds) _____	Estimated hazardous waste converted (pounds) _____
Other benefits:	

SECTION 6 TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.	
Signature of authorized representative 	Date signed (month, day, year) 11/27/2023
Printed name of authorized representative Robert Patti	Title President

FOR USE OF THE DESIGNATING BODY

We have reviewed our prior actions relating to the designation of this economic revitalization area and find that the applicant meets the general standards adopted in the resolution previously approved by this body. Said resolution, passed under IC 6-1.1-12.1-2.5, provides for the following limitations as authorized under IC 6-1.1-12.1-2.

A. The designated area has been limited to a period of time not to exceed _____ calendar years * (see below). The date this designation expires is _____. *NOTE: This question addresses whether the resolution contains an expiration date for the designated area.*

B. The type of deduction that is allowed in the designated area is limited to:

- | | | | |
|--|------------------------------|-----------------------------|--|
| 1. Installation of new manufacturing equipment; | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Enhanced Abatement per IC 6-1.1-12.1-18
<i>Check box if an enhanced abatement was approved for one or more of these types.</i> |
| 2. Installation of new research and development equipment; | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| 3. Installation of new logistical distribution equipment. | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| 4. Installation of new information technology equipment; | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |

C. The amount of deduction applicable to new manufacturing equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)

D. The amount of deduction applicable to new research and development equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)

E. The amount of deduction applicable to new logistical distribution equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)

F. The amount of deduction applicable to new information technology equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)

G. Other limitations or conditions (specify) _____

H. The deduction for new manufacturing equipment and/or new research and development equipment and/or new logistical distribution equipment and/or new information technology equipment installed and first claimed eligible for deduction is allowed for:

- | | | | | | |
|---------------------------------|---------------------------------|---------------------------------|---------------------------------|----------------------------------|---|
| <input type="checkbox"/> Year 1 | <input type="checkbox"/> Year 2 | <input type="checkbox"/> Year 3 | <input type="checkbox"/> Year 4 | <input type="checkbox"/> Year 5 | <input type="checkbox"/> Enhanced Abatement per IC 6-1.1-12.1-18
Number of years approved: _____
<i>(Enter one to twenty (1-20) years; may not exceed twenty (20) years.)</i> |
| <input type="checkbox"/> Year 6 | <input type="checkbox"/> Year 7 | <input type="checkbox"/> Year 8 | <input type="checkbox"/> Year 9 | <input type="checkbox"/> Year 10 | |

I. For a Statement of Benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17? Yes No
If yes, attach a copy of the abatement schedule to this form.
If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

Also we have reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved by: (signature and title of authorized member of designating body)	Telephone number ()	Date signed (month, day, year)
Printed name of authorized member of designating body	Name of designating body	
Attested by: (signature and title of attester)	Printed name of attester	

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

IC 6-1.1-12.1-17

Abatement schedules

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

Attachment to SB-1

NHanced Semiconductors, Inc.

NHanced Semiconductors, Inc. is excited about the prospect of growth in Monroe County as part of the microelectronics project. Below is information relating to the company's planned growth:

Location: NHanced is proposing locating at the Cook Medical space at 301 N Curry Pike, Bloomington, In 47404. The parcel number is 53-04-36-300-003.000-011.

Amount of Investment: The bulk of the investment will be in microelectronics manufacturing and/or R&D equipment, which the company anticipates investing approximately \$150M. Below is a breakout of some of the major components with an approximate cost listed:

- Lithography Equipment \$60M
- Etch Equipment \$35M
- Deposition Equipment \$30M
- Bonding Equipment \$25M
- And Other Related Semiconductor Manufacturing/R&D Equipment.

The company anticipates that a bulk of this investment will be in-service by the end of 2029. The manufacturing process will occur in a clean room environment. The company will invest in cleanroom space improvements, which the company understands may be assessed (at least partially) as personal property. The company will also invest approximately \$2M in IT equipment. Due to strong demand within the industry, there is the potential that investment could come in higher.

Jobs: The company anticipates that growth will be up to 250 jobs by 2029. These positions will be high quality, with average annual compensation likely exceeding \$100,000 per year.

MONROE COUNTY ECONOMIC DEVELOPMENT COMMISSION

APPLICATION FOR TAX ABATEMENT/ DESIGNATION AS AN ECONOMIC REVITALIZATION AREA

Please type all information in the spaces provided. Attach additional pages at the end.

1. OWNERSHIP: If a partnership, include all general partners; if a corporation, include all owners.

Owner Name: Robert Patti – NHanced Semiconductors, Inc.
Address: 1201 N. Raddant Road
Telephone: 331-701-7070
Percent Ownership: 100%

Owner Name:
Address:
Telephone:
Percent Ownership:

Owner Name:
Address:
Telephone:
Percent Ownership:

2. PROPERTY DESCRIPTION: Please attach to this application a legal description of the real property.

Street Address: 301 N Curry Pike, Bloomington, In 47404
Dimensions: See attached.
Acreage: 70.2

*** A MAP AND LEGAL DESCRIPTION OF THE PROPERTY MUST BE INCLUDED BEFORE APPLICATION CAN BE PROCESSED.**

3. CURRENT PROPERTY STATUS

Is the property located within Monroe County and not within the corporate limits of a city or town? (Yes or No)

Yes

What is the current zoning designation of the property?

Light Manufacturing & Assembly

Describe any anticipated zoning changes required.

None

Describe the company's products/services and how the proposed expansion will benefit the company.

NHanced Semiconductors, Inc. is a privately held design and manufacturing innovator with deep expertise in cutting edge semiconductor technologies. Currently operations include a HQ in Batavia, IL, fabrication space in North Carolina, and a planned DOD-dedicated facility at Westgate.

Describe the current use(s) of the property, including the names and types of any businesses operating and the number of jobs they employ.

Cook Group owns the property but it is currently mostly vacant.

State the current use and age of all buildings and permanent structures on the property.

See above.

List the current assessed valuation of the land and any improvements already on it.

\$8,125,300 (\$5,370,300 land + \$2,755,000 improvements)

List the current assessed valuation of existing land, buildings and/or equipment that will be retained by the company.

See above. It is not anticipated that the company would retain much, if any, equipment as it will have to bring in its own new equipment to operate the semiconductor line.

List any public improvements and costs that will be necessary (roads, utilities, etc.).

None identified at this time.

4. PROPOSED IMPROVEMENTS

If the tax abatement will be for **real estate**, describe 1) proposed improvements, 2) projected costs (usually a contractor’s quote), and 3) what the building will be used for and reason for the expansion.

N/A

If the tax abatement will be for **equipment**, describe 1) equipment to be purchased, 2) the projected costs of that equipment (usually a vendor’s quote), and 3) what the equipment does and why it is necessary.

The bulk of the investment will be in microelectronics manufacturing and/or R&D equipment necessary to run the product line, which the company anticipates investing approximately \$150M. The company anticipates that a bulk of this investment will be in-service by the end of 2029. The company will also invest in cleanroom space improvements, which the company understands may be assessed (at least partially) as personal property. The company will also invest approximately \$2M in IT equipment. Due to strong demand within the industry, there is the potential that investment could come in higher.

Project starting date: 01/01/2024

Project completion date: 12/31/2029

5. ECONOMIC IMPACT

On the lines below, list all new full-time, permanent positions to be hired as a result of the proposed project.

Position Title (example: Warehouse, Operator, etc.)	Number to be Added	Starting Hourly Wage
Management	35	Average of \$250,000+ (\$120/hour)
Engineering	65	Average of \$200,000+ (\$96/hour)
Production	150	Average of \$70,000- \$120,000 (\$33.65- \$58/hour)
NOTE: Wages above does NOT include benefits.		\$
		\$

State the estimated percentage of current employees who live in Monroe County and describe how the company will advertise new job openings.

N/A – no current operations

On the worksheet below, list and describe all fringe benefits to be offered new, full-time hires in the first year of employment. 'Hourly Value' and 'Cost Shared by Employee' are usually calculated by dividing the annual cost of the benefit per employee by 2,080 (the number of full-time working hours in a year). 'Participation Rate' refers to the percentage of employees who take advantage of some or all of the benefit.

If different benefit packages will be offered to employees filling different positions, complete a separate worksheet for each benefit package.

Please use the form provided - do not use attachments to report this information.

POSITION TITLE: Benefits provided to all FT

Name of Benefit	Hourly Value	Cost Shared By Employee	Participation Rate
Medical (Dependent on plan and spouse/children)	\$4.28-8.28	\$0.70-5.92	TBD
Dental (Full premiums covered)	\$0.41	\$0	TBD
401(k) Match	\$1.68+	n/a	TBD
Life & ST/LT Disability (Full premiums covered)	\$0.50	\$0	TBD
	\$	\$	%
	\$	\$	%
	\$	\$	%
	\$	\$	%

Total value of benefits for each new hire in this position	\$14,290- \$22,600 annually
Base hourly wage for each new hire in this position (from page 4)	\$48
Total hourly wage for each new hire in this position	\$55-59

State any additional comments about fringe benefits below:

Describe any other beneficial or detrimental economic effects that the project would likely have on Monroe County.

NHanced has a number of critical vendors/suppliers that would contribute to this facility's success. There is a potential that these vendors/suppliers could locate operations nearby.

The company anticipates collaboration with local universities and school districts, most notably Indiana University.

The site is a brownfield.

6. Complete side one of the Form SB-1 Statement of Benefits.

*** A COMPLETE FORM SB-1, BEARING AN ORIGINAL SIGNATURE, MUST BE INCLUDED BEFORE APPLICATION CAN BE PROCESSED**

7. CONTACT PERSON: This individual is responsible for preparing and submitting annual filings and for providing information needed to conduct annual compliance reporting.

Name: Tim Conrad
Title: President, Stimulus
Address: PO Box 5081
City, State, Zip: Zionsville, IN 46077
Telephone Number: 317-997-3269
Fax Number:
Email Address: tim.conrad@stimulusllc.com

8. CERTIFICATION AND SIGNATURE

I hereby certify that the representations made in this application are true, and that if the above improvements are not commenced (defined as obtaining a permit and actually starting 'construction') within twelve (12) months of the date of the designation of the above area as an Economic Revitalization Area, the Monroe County Council shall have the right to void such designation of the area and terminate the applicant's property tax abatement.

Dated this 27th day of November, 2023.

Owner: 

Owner: _____

Owner: _____

PROPERTY MAP & LEGAL DESCRIPTION



Parcel Information

Owner Name	Cook Property Incorporated
Owner Address	Attn: Jason Rager Po Box 1608 Bloomington, In 47402
Parcel Number	53-04-36-300-003.000-011
Alt Parcel Number	007-15610-00
Property Address	301 N Curry Pike, Bloomington, In 47404
Property Class Code	340
Property Class	Light Manufacturing & Assembly
Neighborhood	17B Richland Twp - Com - A, 53011078-011
Legal Description	007-15610-00 PT SW 36-9-2W 70.20 A; Plat 18

Taxing District

Township	Richland Township
Corporation	Richland-bean Blossom Community
Taxing District Name	Richland Township
Taxing District Number	011



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

This is a request for signature on a Memorandum of Agreement to be entered into between the Monroe County Board of Commissioners, the Monroe County Prosecutor and Indiana Prosecuting Attorneys Council. The contract amount is for a maximum of \$285,000 for 2024 for the administration and maintenance of a High Tech Crimes Unit. This MOA shall be effective for a term of one year and commence on January 1, 2024. This agreement may be renewed under the same terms and conditions for any term agreed upon by the parties. The HTCUC will serve Monroe, Bartholomew, Brown, Greene, Jackson, Lawrence, Marion, Morgan, Orange, Owen, and Washington Counties.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="High Tech Crime Unit"/>	<input type="text" value="9159"/>	<input type="text" value="\$285,000 annually"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Beth Hamlin"/>	<input type="text"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

**EXECUTIVE SUMMARY
FOR THE RENEWAL OF THE
HTCU MEMORANDUM OF AGREEMENT
FOR CY 2024 AND CY 2025**

The parties have previously entered into a Memorandum of Agreement for the operation of the Prosecuting Attorney’s High Tech Crime Unit. The purpose of the agreement was to provide a monetary grant from the IPAC to the Prosecuting Attorney for the establishment, administration, and maintenance of a high-tech crimes unit (HTCU) as defined by and described in Ind. Code § 33-39-8-7. Part IV of the original agreement was effective for a term of two years, commencing January 1, 2022, allowing for the possibility of renewal under the same terms and conditions for any term agreed upon by the parties. The parties wish to continue the operation of the existing HTCU in Monroe County.

The following sentences are changed in this renewal:¹

PART	PROVISION	EXPLANATION
Preamble	This memorandum of agreement is entered into between the Monroe County Prosecuting Attorney (“the Prosecuting Attorney”) and the Indiana Prosecuting Attorneys Council (“the IPAC”), and the Monroe County Commissioners as the fiscal agent executive body for Monroe County and the Monroe County Council as the fiscal body for Monroe County (hereafter collectively referenced as “Monroe County”) .	<i>Prior memoranda reflected the County’s roles imperfectly. The Commissioners remain party to this memorandum with recognition that the fiscal body is the Council.</i>
II	A. The IPAC will provide funding for payroll and other operating expenses, on a calendar-year basis, not to exceed \$285,000.00, to the Prosecuting Attorney for the establishment, administration, and maintenance of a HTCU. The funding appropriated from the General Assembly will be equally distributed among the HTCUs currently operating within the state less any unallocated funds withheld per Ind. Code § 33-39-8-7(e). The IPAC may, in its discretion, release additional funds to the Prosecuting Attorney from those unallocated funds or any other funds appropriate for such use.	<i>In the summer of 2023, this paragraph was adjusted due to the release of additional funding to the units; the original version limited total disbursements at an explicit dollar amount.² This agreement’s modifications solidify the changes made in the Summer 2023, and the language has not been added back into this document as it is now moot.</i>

¹ **Bold blue** text indicates new language, while ~~red strikethrough~~ text indicates removed language. The MOA that follows this Executive Summary is the black-lined, final version for signature.

² For example, House Enrolled Act 1001 of 2023 appropriated \$3,000,000.00 for FY 2023-2024 and \$3,000,000.00 for FY 2024-2025. Ten units are currently in operation, and IPAC’s 5% unallocated amount is therefore

PART	PROVISION	EXPLANATION
III	J. Should the HTCUCU cease operations, the Prosecuting Attorney shall return to the IPAC any unspent moneys provided under Part II.	<i>Prior memoranda did not address what happens should a unit cease operations.</i>
IV	Term. Unless otherwise agreed upon, this MOU MOA, shall be effective for a term of two years, and commence on January 1, 2022, and is renewed as of January 1, 2024, as amended herein. This agreement may be renewed under the same terms and conditions for any term agreed upon by the parties.	<i>The renewal for calendar years 2024 and 2025.</i>
VIII	B. ... If agreement funds have been advanced and more than \$25,000.00 are unexpended at the time that the final claim is submitted or at the end of the calendar year, the Prosecuting Attorney shall notify the IPAC to discuss the reasons for such a discrepancy all such unexpended funds must be returned to the IPAC.	<i>Because the MOA calls for IPAC to review an annual budget and quarterly expense reports submitted by the Prosecuting Attorney and due to the large sums that forensic examination tools cost, the provision for the return of unexpended funds is unsuitable in this agreement.</i>

The full agreement, as amended, follows for the signature of the parties.

\$150,000.00 annually. That leaves \$2,850,000 annually for the direct operation of the units and, therefore, \$285,000 for each unit each year.

MEMORANDUM OF AGREEMENT

(RENEWAL FOR CY 2024 AND CY 2025)

This memorandum of agreement is entered into between the Monroe County Prosecuting Attorney (“the Prosecuting Attorney”) and the Indiana Prosecuting Attorneys Council (“the IPAC”), and the Monroe County Commissioners as the executive body for Monroe County and the Monroe County Council as the fiscal body for Monroe County (hereafter collectively referenced as “Monroe County”).

I. Purpose of the Agreement. The purpose of this agreement is to provide a monetary grant from the IPAC to the Prosecuting Attorney for the establishment, administration, and maintenance of a high-tech crimes unit (HTCU) as defined by and described in Ind. Code § 33-39-8-7. The HTCU will operate in and for the counties of Monroe, Bartholomew, Brown, Greene, Jackson, Lawrence, Marion, Morgan, Orange, Owen, and Washington.

II. Duties and Responsibilities of the IPAC.

A. The IPAC will provide funding for payroll and other operating expenses, on a calendar-year basis to the Prosecuting Attorney for the establishment, administration, and maintenance of a HTCU. The funding appropriated from the General Assembly will be equally distributed among the HTCUs currently operating within the state less any unallocated funds withheld per Ind. Code § 33-39-8-7(e). The IPAC may, in its discretion, release additional funds to the Prosecuting Attorney from those unallocated funds or any other funds appropriate for such use.

B. The IPAC will incorporate training relevant to digital forensic investigations in its annual and other conferences.

III. Duties and Responsibilities of the Prosecuting Attorney.

A. The Prosecuting Attorney agrees to staff and otherwise administer a HTCU capable of processing digital forensic evidence.

B. The Prosecuting Attorney agrees to process digital forensic evidence collected and received from all other law enforcement agencies from Monroe,

RENEWAL OF THE HTCUC MEMORANDUM OF AGREEMENT
FOR CY 2024 AND 2025

Bartholomew, Brown, Greene, Jackson, Lawrence, Marion, Morgan, Orange, Owen, and Washington Counties, “the designated service area.”

C. The Prosecuting Attorney agrees to process digital forensic evidence collected and received from other HTCUCs when the Prosecuting Attorney of the other HTCUC is removed under the provisions of Ind. Code § 33-39-10-2 or when the other HTCUC lacks the resources to process the evidence.

D. The Prosecuting Attorney agrees to process digital forensic evidence collected and received from any other law enforcement agency when they have collected and submitted digital forensic evidence involving crimes alleged to have been committed in the designated service area.

E. The Prosecuting Attorney will submit an annual budget along with quarterly and annual fiscal and statistical reports to the IPAC.

F. The Prosecuting Attorney shall make no further claim for compensation in the absence of a prior written approval and amendment executed by all signatories hereto. Should the Indiana General Assembly appropriate additional funding or should the IPAC secure additional funding, the parties agree to apply the additional funding as directed by the Indiana General Assembly or the IPAC.

G. The Prosecuting Attorney shall ensure that all funds allocated to the HTCUC are spent only on necessary and proper expenses of the HTCUC which include, but are not limited to, salaries, benefits, training and the purchase of hardware, software, communications devices, furnishings and office supplies necessary and proper for and limited to the functioning of the HTCUC.

H. The Prosecuting Attorney shall obtain adequate and secure office space for the HTCUC's operation.

I. The Prosecuting Attorney agrees to participate as a member of the IPAC HTCUC Prosecuting Attorneys Committee.

J. Should the HTCUC cease operations, the Prosecuting Attorney shall return to the IPAC any unspent moneys provided under Part II.

IV. Term. Unless otherwise agreed upon, this MOA, shall be effective for a term of two years, and commence on January 1, 2022, and is renewed as of January 1, 2024, as amended herein. This agreement may be renewed under the same terms and conditions for any term agreed upon by the parties.

RENEWAL OF THE HTC U MEMORANDUM OF AGREEMENT
FOR CY 2024 AND 2025

V. Separateness of Agreements Between the Parties. The parties acknowledge and agree that this agreement is specific to processing digital evidence. The existence or status of any one grant, contract, memorandum of understanding (MOU), or MOA between the IPAC or another State agency and the Prosecuting Attorney or between the IPAC and Monroe County shall have no impact on this MOA and the execution or performance of any other grant, contract, MOU or MOA and shall not form the basis for termination of any other agreement by any party.

VI. Access to Records and Audits. The Prosecuting Attorney and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this agreement. Such materials shall be available at its office at all reasonable times during this agreement term, and for three (3) years from the termination date, for inspection by the State Board of Accounts. Copies shall be furnished at no cost to the IPAC if requested. The Prosecuting Attorney acknowledges that it may be required to submit to an audit of funds paid through this agreement. Any such audit shall be conducted in accordance with Ind. Code chp. 5-11-1 and audit guidelines specified by the State Board of Accounts.

VII. Assignment; Successors. The parties bind their successors, and agents to all the terms and conditions of this agreement. The Prosecuting Attorney shall not assign or subcontract the whole or any part of this agreement without the IPAC's prior written consent. The Prosecuting Attorney may assign its right to receive payments to such third parties as the Prosecuting Attorney may desire without the prior written consent of the IPAC, provided that the Prosecuting Attorney gives written notice (including evidence of such assignment) to the IPAC thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this agreement and shall not be made to more than one party.

VIII. Claims.

A. If the IPAC agrees to provide an advance payment, any such payment shall be made only upon submission of a proper claim setting out the intended purpose for the funds. After such funds have been expended, the Prosecuting Attorney shall provide the IPAC with a reconciliation of those expenditures. Otherwise, all payments

RENEWAL OF THE HTCUC MEMORANDUM OF AGREEMENT
FOR CY 2024 AND 2025

shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by I.C. § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Prosecuting Attorney in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Invoices should be submitted each calendar month for any not previously claimed deliverables. All final claims and reports must be submitted to the IPAC within sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the IPAC, be denied. Claims may be submitted on or before the 30th of every month. If agreement funds have been advanced and more than \$25,000.00 are unexpended at the time that the final claim is submitted or at the end of the calendar year, the Prosecuting Attorney shall notify the IPAC to discuss the reasons for such a discrepancy.

C. Claims must be submitted with accompanying supportive documentation as designated by the IPAC. Claims submitted without supportive documentation will be returned to the Prosecuting Attorney and not processed for payment. Failure to comply with the provisions of this agreement may result in the denial of a claim for payment.

IX. Compliance with Laws.

A. The Prosecuting Attorney shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this agreement shall be reviewed by the Prosecuting Attorney and the IPAC to determine whether the provisions of this agreement require formal modification.

B. The Prosecuting Attorney warrants that the Prosecuting Attorney and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the IPAC. Failure to do so may be deemed a material breach of this agreement and grounds for immediate termination and denial of further work with the IPAC.

RENEWAL OF THE HTCUC MEMORANDUM OF AGREEMENT
FOR CY 2024 AND 2025

X. Publication and Dissemination.

A. Publication and dissemination of the program results are of fundamental importance to both the IPAC and the Prosecuting Attorney. The Parties are free to publish in academic journals, present at symposia, or use any results arising out of the performance of this agreement for their own internal instructional and research, or publication (*i.e.*, conference presentations; newsletters) objectives. Any publications or presentations referencing the Parties shall be made in accordance with this paragraph.

B. The Parties agree that all information, data, findings, recommendations, proposals, by whatever name described and in whatever form secured, developed, written or produced by the Prosecuting Attorney in furtherance of this agreement shall be available to the IPAC for its use and distribution at its discretion without additional charge to the IPAC. The Prosecuting Attorney shall take such action as is necessary under law to preserve such rights in and of the IPAC while such property is within the control and/or custody of the Prosecuting Attorney.

C. For any purposes outside those contemplated by this agreement, and for which the IPAC's participation will be referenced, the IPAC shall have the right of review and approval of the use, prior to its publication.

XI. Debarment and Suspension. The Prosecuting Attorney certifies that it has verified the suspension and debarment status for all subcontractors, if any, receiving funds under this agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Prosecuting Attorney shall immediately notify the IPAC if any subcontractor becomes debarred or suspended, and shall, at the IPAC's request, take all steps required by the IPAC to terminate its contractual relationship with the subcontractor for work to be performed under this agreement.

XII. Default by the IPAC. If the IPAC, sixty (60) days after receipt of written notice, fails to correct or cure any breach of this agreement, the Prosecuting Attorney may cancel and terminate this agreement and institute the appropriate measures to collect monies due up to and including the date of termination.

RENEWAL OF THE HTCUC MEMORANDUM OF AGREEMENT
FOR CY 2024 AND 2025

XIII. Disputes. Should any disputes arise with respect to this agreement, the Prosecuting Attorney and the IPAC agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Prosecuting Attorney agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this agreement that are not affected by the dispute. Should the Prosecuting Attorney fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the IPAC or the Prosecuting Attorney as a result of such failure to proceed shall be borne by the Prosecuting Attorney, and the Prosecuting Attorney shall make no claim against the IPAC for such costs.

XIV. Force Majeure. In the event that either party is unable to perform any of its obligations under this agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this agreement.

XV. Termination for Convenience. This agreement may be terminated, in whole or in part, by the IPAC whenever, for any reason, the IPAC determines that such termination is in its best interest. Termination of services shall be affected by delivery to the Prosecuting Attorney of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Prosecuting Attorney shall be compensated for services properly rendered prior to the effective date of termination. The IPAC will not be liable for services performed after the effective date of termination. The Prosecuting Attorney shall be compensated for services herein provided but in no case shall total payment made to the Prosecuting Attorney exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

RENEWAL OF THE HTCUC MEMORANDUM OF AGREEMENT
FOR CY 2024 AND 2025

XVI. Termination for Default.

A. With the provision of thirty (30) days' notice to the Prosecuting Attorney, the IPAC may terminate this agreement in whole or in part if the Prosecuting Attorney fails to:

1. Correct or cure any breach of this agreement; the time to correct or cure the breach may be extended beyond thirty (30) days if the IPAC determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this agreement or any extension;
3. Make progress so as to endanger performance of this agreement; or
4. Perform any of the other provisions of this agreement.

B. If the IPAC terminates this agreement in whole or in part, it may acquire, under the terms and in the manner the IPAC considers appropriate, supplies or services similar to those terminated, and the Prosecuting Attorney will be liable to the IPAC for any excess costs for those supplies or services. However, the Prosecuting Attorney shall continue the work not terminated.

C. The IPAC shall pay the contract price for completed supplies delivered and services accepted. The Prosecuting Attorney and the IPAC shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The IPAC may withhold from these amounts any sum the IPAC determines to be necessary to protect the IPAC against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the IPAC in this clause are in addition to any other rights and remedies provided by law or equity or under this agreement.

XVIII. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this agreement, this agreement shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

RENEWAL OF THE HTCUC MEMORANDUM OF AGREEMENT
FOR CY 2024 AND 2025

XIX. Governing Law. This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana.

XX. Independent Prosecuting Attorney; Workers' Compensation. The Prosecuting Attorney is performing as an independent entity under this agreement. No part of this agreement shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors, if any, of the other party.

XXI. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Prosecuting Attorney covenants that it shall not discriminate against any employee or applicant for employment relating to this agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Prosecuting Attorney certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the IPAC and any applicant or employee of the Prosecuting Attorney or any subcontractor.

XXII. Notice to Parties. Whenever any notice, statement or other communication is required under this agreement, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

Notices to the IPAC shall be sent to:

Executive Director

RENEWAL OF THE HTCUC MEMORANDUM OF AGREEMENT
FOR CY 2024 AND 2025

Indiana Prosecuting Attorneys Council
4302 W. Washington Street, Room E205
Indianapolis, IN 46204

Notices to the Prosecuting Attorney shall be sent to:

Monroe County Prosecutor
301 N. College Avenue, Room 211
Bloomington, Indiana 47404-3865

As required by IC §4-13-2-14.8, payments to the Prosecuting Attorney shall be made via electronic funds transfer in accordance with instructions filed by the Prosecuting Attorney with the Indiana Auditor of State.

XIII. Waiver of Rights. No right conferred on either party under this agreement shall be deemed waived, and no breach of this agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Prosecuting Attorney, or that the undersigned is the properly authorized representative, agent, member or officer of the Prosecuting Attorney. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Prosecuting Attorney, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in I.C. § 4-2-6-1, has a financial interest in the agreement, the Prosecuting Attorney attests to compliance with the disclosure requirements in I.C. § 4-2-6-10.5.

In Witness Whereof, The Prosecuting Attorney and the IPAC have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

RENEWAL OF THE HTCUMEMORANDUM OF AGREEMENT
FOR CY 2024 AND 2025

FOR THE PROSECUTING ATTORNEY
OF MONROE COUNTY

FOR THE INDIANA PROSECUTING
ATTORNEYS COUNCIL

Erika L. Oliphant
Prosecuting Attorney
Date: _____

DocuSigned by:
Chris Nagler

(D5DD1D3C584E45C)
Executive Director
Date: 11/27/2023 | 14:27 EST

FOR MONROE COUNTY:

Board of Commissioners of Monroe County
Date: _____

In Process

Certificate Of Completion

Envelope Id: 3A5679FB6E0043A39DFC7827374C1D9E	Status: Sent
Subject: Complete with DocuSign: High-Tech Crime Unit MOA 2024-25 - Monroe	
Source Envelope:	
Document Pages: 12	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Andre Miksha
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	402 W Washington St W462
	Indianapolis, IN 46204
	Andre.Miksha@ipac.IN.gov
	IP Address: 108.59.55.252

Record Tracking

Status: Original	Holder: Andre Miksha	Location: DocuSign
11/27/2023 11:22	Andre.Miksha@ipac.IN.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: State of Indiana	Location: DocuSign

Signer Events

Chris Naylor
 cnaylor1@ipac.in.gov
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
 Using IP Address: 108.59.55.239

Timestamp

Sent: 11/27/2023 | 14:00
 Viewed: 11/27/2023 | 14:27
 Signed: 11/27/2023 | 14:27

Electronic Record and Signature Disclosure:
 Accepted: 11/27/2023 | 14:27
 ID: fd7a339f-290b-4561-a3c4-252deadb82a7

Erika Oliphant
 eoliphant@co.monroe.in.us
 Prosecuting Attorney
 Security Level: Email, Account Authentication (None)

Sent: 11/27/2023 | 14:00

Electronic Record and Signature Disclosure:
 Accepted: 07/28/2021 | 13:18
 ID: 2f18ad4f-fe6f-4247-834c-352829760b2a

Penny Githens
 commissionersoffice@co.monroe.in.us
 President- Penny Githens
 Security Level: Email, Account Authentication (None)

Sent: 11/27/2023 | 14:00
 Viewed: 11/27/2023 | 14:08

Electronic Record and Signature Disclosure:
 Accepted: 07/08/2020 | 16:05
 ID: c4f54a87-88a3-4fb8-9b10-55b5a7dd56c3

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jeffrey Kehr jkehr@co.monroe.in.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/27/2023 14:00 Viewed: 11/27/2023 14:29
Levi Minnick levminni@indiana.edu Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/27/2023 14:00

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/27/2023 14:00
Certified Delivered	Security Checked	11/27/2023 14:08

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, State of Indiana (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact State of Indiana:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise State of Indiana of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at indiana@stateofindiana.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from State of Indiana

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to indiana@stateofindiana.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with State of Indiana

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify State of Indiana as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by State of Indiana during the course of your relationship with State of Indiana.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The treasurers office is receiving a high number of returned payments from e-checks and credit cards. These returned payments incur a cost to the county, from the credit card processor and through the cost of notifying the customer.

This amendment allows the county to collect a \$40 fee for the return of any payment made to the treasurer.

Fund Name(s):	Fund Number(s):	Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

ORDINANCE 2023-48

An ordinance to amend Chapter 270 of the Monroe County Code entitled Fees, Charges and Funds, specifically Chapter 270-56 entitled “Return Check.”

WHEREAS, the Monroe County Commissioners desire to revise Chapter 230 of the Monroe County Code to reflect changes in terms; and,

WHEREAS, the Monroe County Commissioners find that the proposed amendments would promote the health, safety, comfort and general welfare of the citizens of Monroe County.

NOW, THEREFORE, be it ordained by the Board of Commissioners of Monroe County, Indiana that Chapter 270 is amended to read as follows (Deleted language is indicated by ~~strikeout~~ and added language is indicated by underline):

270-56 Returned Check Fee

- (A) That the fee to be charged for ANY ~~check~~ payment-returned to Monroe County for nonpayment shall be \$40.00

- (B) For ~~checks-payment~~ received to pay property taxes or penalties related to property taxes
 1. that in addition a 10% late payment penalty will be added as required by IC 6-1.1-37-10, if the check received for payment of property tax.

 2. for property tax the \$40.00 charge shall be entered on the tax duplicate for the property and is subject to interest, penalty, and collection in the same manner as all other special assessment per IC 6-1.1-22-12.1 and shall cause the property to be added to the tax sale listing where applicable;

 3. Cashier’s checks or cash only will be accepted for all payment that are delinquent enough to cause the property to be included in the tax sale;

 4. Cashier’s checks or cash only will be accepted for all payments of an insufficient funds ~~check~~ payment;

 5. the Monroe County Treasurer will notify the ~~check-payment~~ issuer of the charges due, including any addition of the charge to the tax duplicate;



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The attached contract is with a vendor known as InvoiceCloud who would provide credit card processing services to the Treasurer's office. This service would continue to allow Monroe County residents to make online payments for property taxes.
PCI Compliant storage of confidential information.
Integration with the county's financial software.
Payer portal - an electronic bill presentment that simulates the paper invoice and is available in pdf and/or html format.
Ability to schedule future payments.
Ability to make partial payments.
Customer account registration for storage of parcel and payment information
Opt In/Opt Out of email reminders for all online payers. No need to register for a separate e-billing service.
Account verification prior to payment
E-check - \$1.50
Credit - 2.75%
IVR (Phone) surcharge - \$0.95
Cost to county: \$20 per month for 2 card reader terminals - \$40 per month.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="1000"/>	<input type="text" value="County General"/>	<input type="text" value="\$480"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Jessica McClellan"/>	<input type="text" value="812-349-2531"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Throughout the Term of this Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards), within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under "Data Retention", and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as permitted under this Agreement or required to perform the Service or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, the Agreement, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish,

disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

5. Billing. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are either auto debited from the Biller Bank Account or payable on receipt of invoice from Invoice Cloud, and are non-cancellable, and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under this Agreement, at any time upon thirty days written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processors, bank card issuers, payment associations, ACH and check processors; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction \$ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees. Invoice Cloud, on at least 30 days written notice to Biller, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than the greater of CPI for the preceding period or 5%, provided, however, that such increase may not apply during the first year after the execution date of the Biller Order Form and may not occur more than once per year thereafter.

6. Term and Termination. The initial term of this Agreement shall commence as of the execution date of the Biller Order Form and continue for a period of five (5) years after the Go Live Date ("Initial Term"), and will automatically renew for each of additional successive three (3) year terms ("Renewal Term") unless terminated as set forth herein. "Term" as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either party effective at the end of the Initial Term or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Upon any early termination of this Agreement by Invoice Cloud as a result of breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise invoice Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Biller Order Form and the Statement of Work, attached hereto and incorporated herein by reference (the "Statement of Work"), under normal use and circumstances, and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided, that the Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted pursuant to applicable law and PCI-DSS standards). In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty. EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank and other related circumstances.

Billor agrees and acknowledges that in the event that Billor has access to, receives from, creates, or receives protected health information, or Billor has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 (“ARRA”), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Billor is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Billor is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Billor’s Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Billor allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Billor will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Billor may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer’s account; nor may Billor give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Billor shall cooperate with Invoice Cloud to effect a timely Implementation by Billor allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Billor’s software and service providers and providing to Invoice Cloud the information required to integrate with Billor’s billing, CIS and other applicable systems.

10. Indemnification. Invoice Cloud shall indemnify and hold Billor and Billor’s employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Billor’s costs, and reasonable attorneys’ fees) arising out of: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction data). This indemnification does not apply to any claim or complaint relating to Billor’s failure to resolve a payment dispute concerning debts owed to Billor or Billor’s negligence or willful misconduct or violation of any applicable agreement or law.

11. Fees.

Invoice Cloud will charge the Billor and/or payer, payment transaction and other fees as provided in the Billor Order Form. In addition, Invoice Cloud will charge the fees set forth on the Billor Order Form for the initial platform setup, configuration, implementation and integration with Billor system(s) of its standard Service as set forth in the Statement of Work (the “Implementation”). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Billor following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated in the Statement of Work and Billor Order Form, and change requests and modifications to existing platform functionality not stated in the Statement of Work and Billor Order Form;
- Additional integrations or integration modifications after the Go Live Date that are not provided for in the Billor Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Billor’s specifications after Billor has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties; and
- Data conversion not listed in the Statement of Work, or repetitive re-loading of data due to Billor error.

12. Limitation of Liability. INVOICE CLOUD’S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLOR IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE BEING SOUGHT OR SUCH PARTY’S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Billor.

13. Export Control. The Billor agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

14. Notice. Either party may give notice by electronic mail to the other party’s email address (for Billor, that address on record on the Billor Order Form) or by written communication sent by first class mail or pre-paid post to the other party’s address on record in Invoice Cloud’s account information for Billor, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 02184

Attention: Client Services or helpdesk@invoicecloud.com. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

15. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

16. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the Term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

17. Immigration Laws. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

18. Beta Products. In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED \$10.

19. General.

(a) With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add on Biller Order Form, if applicable), and no documentation (including any implementation planning documents) except as specifically referenced in this Biller Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 18 and 19(a) and (b) shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the version of the Service that Biller is using. Where this Agreement is incorporated into, embedded in or otherwise made a part of a separate agreement between Invoice Cloud, Biller and a third party service provider ("Third Party Agreement"), and such Third Party Agreement is terminated or expires, Biller and Invoice Cloud agree that the terms and conditions of this Agreement shall survive and remain in effect as between Biller and Invoice Cloud until this Agreement expires or is otherwise terminated by either Biller or Invoice Cloud in accordance with the terms herein.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/biller-terms-and-conditions (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.

Invoice Cloud

Statement of Work

Monroe County, Indiana

Overview

The Invoice Cloud (IC) suite of services (The Service) will give Monroe County and its customers the ability to accept online payments for invoiced and non-invoiced items. The Service will allow Monroe County to offer online payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, and electronic checks.

Definitions:

1. Monroe County – Merchant / **Monroe County**
2. Payer – Client customer, resident, person paying a bill or invoice
3. EBPP – Electronic Bill Presentment & Payment
4. Bill – Bill and Invoice are used synonymously throughout this document
5. RTDR - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function
6. NTDR – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes

1. Security and Industry Compliance

Invoice Cloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will abide by such guidelines for the security of all cardholder data that Invoice Cloud possesses.

- a. **PCI** - Invoice Cloud will provide compliant storage of Monroe County's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
- b. **Software as a Service (SaaS) Architecture** – All Monroe County customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Monroe County.
- c. **Browser Compatibility** - Invoice Cloud supports the most current version of the industry's most common browsers.

2. Data Integration

Invoice Cloud does maintain an integration with **Low Software**. The integration for Monroe County will include the functionality found in Appendix B.

3. Payer Portal

The Payer Portal is an electronic bill presentment and online payment portal where a Monroe County customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.

- a. Invoice Cloud will present bills electronically through a payer portal that is branded for Monroe County or via an email notification, if the Payer provides an email address.
- b. The electronic invoice presentment will simulate the paper invoice Monroe County uses and will be available in PDF and/or html format.

- c. The Service may provide the Payer the option of making a payment via credit card (Visa, MasterCard, American Express and Discover) or electronic check (also referred to as ACH, e-check, EFT).
- d. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.
- e. A Payer will have the ability to choose their payment date (also known as scheduled payments).
- f. The system will accept partial, full, or overpayments as defined by Monroe County.
- g. The Payer will register with the Service using the authentication method designated by Monroe County.
- h. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.
- i. The Payer will receive an email confirmation of payment after any payment process.
- j. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Monroe County's first invoice file upload to the Service. This includes invoice history and account history.
- k. Monroe County has the option of allowing the Payer to pay via different payment methods which include online, IVR, IC Monroe County Portal, Pay by Text, CloudCSRConnect and CloudPOSConnect.
- l. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
- m. The Service includes shopping cart functionality.
- n. The Service will allow the Payer the option to elect paperless billing.
- o. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Monroe County via email.
- p. The Service complies with Federal E-Signature Act for paperless billing and AutoPay by providing a system in which a Payer must confirm enrollment in paperless billing and/or AutoPay by responding to an email sent after the Payer registers for paperless billing and/or AutoPay through online self-service.

4. **Monroe County Portal**

The Monroe County Portal is an administrative portal where Monroe County staff will have access to reporting, search customers, search invoices, search payments, initiate payments or credits, login as a Payer, modify email templates, etc.

- a. Monroe County can log in as the Payer on either the Monroe County or Payer Portal and make a payment on behalf of the Payer. There is an audit trail for who made the payment, and the source of every payment (CSR, Pay by Text, AutoPay, Web, IVR, etc.).
- b. Monroe County will have the capability of blocking future payments by specific Payer and payment method type (i.e. Credit Card or E-Check (ACH)).
- c. **Permissions** – The Monroe County Portal includes a table of role based permissions, determined by the Monroe County's System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Monroe County administrator, changes can be made quickly on an as needed basis.
- d. **Administrative Email Notifications** - Monroe County may set up the system to send several administrative notifications and request system notifications be sent to multiple staff members. This allows different departments to get the information they need in a timely manner. The notifications include:

- ACH Reject Notifications
 - Batch Close Notifications
 - Daily Management Report
 - File Processing Notifications
 - Month End Billing Invoice
 - Paperless Customer Email Bounce Daily Report
 - Request System Notifications (this is the ticketing system available in the Invoice Cloud payer portal).
 - Status Notifications (notifications of planned outages, new features, etc.)
- e. **Monroe County Controlled Configuration Options** – The Monroe County Portal includes several Monroe County controlled configurable options to customize the way payments and customer accounts are handled. The Monroe County will be able to configure for:
- allowing Auto-Pay and scheduled payments
 - allowing customers to update their phone or mailing address through the payer portal
 - allowing customers to pay less than, or more than the balance due based on receivable type
 - updating Refund Policy description
 - updating customer service phone number

5. Monroe County Portal - Reporting

Monroe County can access a selection of pre-configured reports. Monroe County can request reports for daily, monthly, or date range activity. Most reports can be exported to excel files or scheduled for download as a custom report, as indicated by asterisk (*) in the report name. All stored payment data is truncated, and this is reflected in all reports.

- a. Reports:
- b. Search Customers*
- c. Search Invoices
- d. Search Payment Transactions*
- e. Monthly Summary
- f. Registration Report*
- g. Autopay Report*
- h. Paperless Report*
- i. Data Synchronization History
- j. EFT/ACH Rejects*
- k. View Scheduled Payments*
- l. Invoice File History
- m. Import Errors
- n. Daily Payments Received*
- o. Total Outstanding Invoices
- p. Email Notification Summary
- q. Email Statistics
- r. Email Tracking
- s. Bounced Email Report
 - Email Statistics
 - Email Tracking
 - Bounced Email Report

6. Payer Email Notifications

Invoice Cloud provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Monroe County Portal using a Word style editor and options to

insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Monroe County's data file.

- a. Three (3) email notifications can be scheduled. The first notification is based on the number of days from the invoice due date. Second and third notifications will only be sent to Payers with an outstanding balance, not those with a scheduled payment, or Payers who have signed up for Auto-Pay.
- b. At the discretion of Monroe County, Payer email notifications can be delivered for each of the following events.
 - First Invoice Email Notification
 - Second Invoice Email Notification
 - Third Invoice Email Notification
 - Payment Transaction Receipt
 - Declined Auto Pay Transaction
 - Late Fee Email Notification
 - Declined Scheduled Payment Notification
 - Registered Customer Welcome Email
 - AutoPay Registration Notification
 - Paperless Registration Notification
 - ACH Reject/Chargeback Notices (with reason codes and descriptors)
 - Credit Card Expiration Notification
 - Scheduled Payment Confirmation
 - AutoPay Reminder Notification
 - FlexPay Confirmation Notification
 - Scheduled Payment Reminder
 - Paperless Off Confirmation
 - Online Bank Direct Payment Receipt
 - Check 21 Payment Receipt
 - Linked Accounts First Notice Notification
 - Linked Accounts Second Notice Notification
 - Linked Accounts Third Notice Notification
 - AutoPay Off Confirmation
 - Conveyed Customer Notification
 - Multiple Registered Customers Welcome Email
 - Recurring Scheduled Payment Confirmation
 - Recurring Scheduled Payment Canceled

7. Business Rules

The Invoice Cloud solution is designed for flexibility for customers and Monroe County. There are many rules currently available and we will also undertake the creation of new business rules as we both agree. Each bill type operates independently and can accept different payment types as well as other business rules. At Monroe County's option, multiple business rules can be applied to each bill type. Invoice Cloud provides flexibility regarding business rules to support specific needs, including:

- a. Ability to allow partial payments, over payments, full balance only, or late fees.
- b. Ability to allow payments beyond the due date - The service is designed to accommodate Monroe County specific business rules like allowing payments beyond their due date.
- c. Ability to allow for multiple payment types for one customer for the same bill - The service allows multiple payment types from one customer for the same bill when partial payments are allowed. Credit/debit card and e-check (ACH) can be run separately and an unlimited number of remittance types can be used. For example, a

customer can pay part of a bill with a checking account, another part with a credit card and the remainder with a second credit card of a different type.

8. **Implementation Process**

Invoice Cloud assigns an Implementations Manager (IM) to Monroe County. The IM will be the Monroe County's primary contact during the implementation process and coordinates all necessary resources from Monroe County, Monroe County software company, Invoice Cloud, and any sub-contractors. The IM will provide the Monroe County with the following documents to facilitate the project:

- a. **New Monroe County Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.
- b. **Project Timeline** – Details project schedule and milestones.
- c. **Testing & Training Plan** – This plan walks Monroe County through a set of user acceptance testing criteria and facilitates training on the service.

9. **Support & Training**

- a. **Business Hours** – The business hours will be Monday through Friday from 8 a.m. to 8 p.m. Eastern Standard Time. Note: Monroe County Support hours are 8 a.m. to 8 p.m. EST. Payer Support hours are currently 8 a.m. to 4 p.m. EST.
- b. **Help Desk** - The Service will provide a helpdesk ticketing system for Monroe County within the Monroe County Portal to get help from Invoice Cloud client support team. This tool will allow Monroe County to track and retain resolutions for historical reference.
- c. **Payer Support** – The Payer Support is two tiered with Monroe County staff as the first line of support regarding account, registration and billing questions. Issues with the Invoice Cloud service operation or incorrect credit card charges will be routed to Invoice Cloud Client Support via telephone or a Monroe County helpdesk ticket.
- d. **Monroe County Support** - If Monroe County encounters an inquiry which they cannot resolve Monroe County will create a helpdesk support ticket. Invoice Cloud Customer Support will address the issue and if applicable provide training to Monroe County to allow the address of tickets in a timely matter; often within twenty-four (24) business hours. Monroe County and technical support is available during business hours.
 - i. **Routine Technical Support** - Technical Support is available during business hours. Monroe County may call customer support directly; however, the use of the helpdesk ticketing system is encouraged as the preferred method of contact. Invoice Cloud staff views all tickets as they are submitted and routes them to the appropriate person for resolution.
 - ii. **Emergency After-Hours Support** – The helpdesk service is monitored after business hours and emergency support issues are addressed within one (1) hour. An emergency support issue is defined as an issue involving the system being down and inoperable and does not include Payer payment issues. Monroe County may request email notification be provided in the event the system is down and inoperable.
- e. **Service Enhancements** - Most enhancements do not require action on the part of Monroe County. Upgrades as agreed are done at the Invoice Cloud server level, so there are no mandatory actions for Monroe County to take. Support levels are not affected by enhancements.
- f. **Monroe County Training**- Monroe County staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.
 - All standard training will be done remotely. Invoice Cloud's training personnel will provide sessions for both Payer and Monroe County portals for Monroe County's staff.
 - Separate training is conducted for Monroe County's technical staff regarding the uploading of bill files and any other applicable processes.
 - Ongoing phone and Go-To-Meeting training will be provided during the first *month of use at no additional cost to Monroe County*.

10. Marketing

Invoice Cloud provides free marketing resources that Monroe County can use to promote EBPP payment solutions to their payers. Monroe County will receive a comprehensive document outlining proven marketing best practices. In addition, Monroe County can access Invoice Cloud's proprietary Marketing Resource Center. This online tool allows Monroe County to easily and simply download and/or customize marketing materials on demand. These materials include:

- Bill inserts
- Envelope teasers
- Onsite posters
- Counter displays and clear acrylic stands
- Social media and website graphics
- Content for newsletters and press releases
- Pay buttons
- Email content and layout suggestions
- Communications plans
- and more

Monroe County will also have access to weekly live training sessions where they will learn about our recommended best practices for effectively communicating the many benefits of making payments electronically and have the ability to ask questions. We'll outline simple steps to help improve online payment adoption among their customers. We'll also review the Marketing Resource Center which will enable Monroe County to create many of the materials mentioned above

11. CloudIVRConnect™

The IC CloudIVRConnect allows Monroe County to accept payments via our interactive voice response system. It provides customers with 24-hour access to account status and billing information (total balance due, past due amount, last payment made, next billing date etc.). The following options are available:

- Provides for a toll-free call and a caller ID number set by the Monroe County
- Supports messaging in both English and Spanish
- Provides for a customizable initial greeting (includes City/County/Company name) – all remaining prompts are standard
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Replays information with Invoice Cloud generated confirmation #

12. CloudSMSConnect™

The IC CloudSMSConnect allows Monroe County to accept payments via SMS text messaging. The following options are available:

- Provides interactive registration and service sign-up confirmation
- Sends notification when new bills are available for payment
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Allows for payment utilizing a stored-payment method

13. AgentConnect™

The IC AgentConnect allows Monroe County (Agent/CSR/Other) to login to the Customer Portal and perform actions on behalf of a specific customer/account. The following options are available:

- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)

- Ability to enroll customer in AutoPay
- Ability to enroll customer in Paperless
- Ability to enroll customer in Pay by Text
- Option to require authorization/disclosure statement before Customer Portal entry
- Option to enable card swipe functionality at point of sale
- Provides built-in auditing to track Agent/CSR activity in the Monroe County Portal

14. CloudStore™

The IC CloudStore allows Monroe County to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:

- Accept electronic check and or credit/debit cards.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Ability to apply convenience fees, if required.
- Reporting by service type.
- Linked to Monroe County branded payment portal.
- Each service type can have its own online registration form.
- Can be setup to accept payments over the counter.

15. Online Bank Direct™

The IC Online Bank Direct (OBD) allows Monroe County to electronically import echeck (ACH) payments initiated from consumer bank bill sites. The following options are available:

- Auto-matching of payments with open invoices
- Email consumer a payment notification for those customers with an email address on file
- Ability to apply a single payment to multiple invoices
- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding echecks

This SOW contains many products, services and payment methods. Only the specific products, services and payment methods selected by **Monroe County**, as outlined in the Monroe County Order Form, are included in the delivery of products, services and payment methods.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Monroe County

Invoice Cloud, Inc.

By: _____

By: Kevin W. O'Brien

Printed Name: _____

Printed Name: Kevin W. O'Brien

Title: _____

Title: President

Date: _____

Date: 11/20/2023

IC Confidential - 3502279b-172e-49eb-9425-af191059d1cf

Monroe

County

7

Appendix A: System Modifications

As outlined below, Invoice Cloud has agreed to make the following changes to the setup and functionality of our Low Software:

NONE

Appendix B: Integration Supported Features

Modules & Features	Low Associates	
PRODUCTS		
Invoice Types	Tax	
EBPP	Supported	
IVR	Supported	
Online Bank Direct	Supported	
Pay by Text	Supported	
Apple Pay	Supported	
Google Pay	Supported	
PayPal	Supported	
Cloud Pay v2 (express checkout from Low)	Supported	
POS Pay (EMV acceptance via IC Biller Portal)	Supported	
DATA EXCHANGE	Method	Frequency
Invoices	SFTP	Each Billing Cycle
Account Balances	SFTP	Daily
Payments	SFTP	Daily
AutoPay Flags	Changelogs file	As Needed
Paperless Flags	Changelogs file	As Needed
Block Payment Method (Credit/ACH)	Manually via Biller Portal	As Needed
INVOICE FILES		
IC Translates file	Supported	
Historical Data (2 years shown online)	Supported	
BILL PRESENTMENT		
PDF Extraction (Partial)	Supported	
Link to PDFs	Preferred	
BATCH CLOSE		
Standard or Custom	Custom	

Appendix C: Biller Deliverables

Deliverable
Comply with P2PE Chain of Custody requirements for EMV terminal delivery/receipt and management
Ethernet connection available for each EMV terminal
Open port 443 (HTTPS) to allow communication with EMV terminals
Sample Invoice File
Sample Adjustment File
Sample Payment File
Sample Images of Bills (for PDF Extraction) or Endpoint URL (for PDF Linking)
Auto Pay Conversion data (if applicable)
Paperless conversion data (if applicable)

SALES INFORMATION			
IC Sales Rep	Adam Ek	Vertical	Local Gov (Util, Tax, Misc)
Order Date	11/20/2023	Billing Software	Low Associates

BILLER INFORMATION			
Ownership Type	Government	Phone	(812) 349-3050 Fax
Legal Name	Monroe County	Website URL	https://www.co.monroe.in.us/
Address 1	101 W Kirkwood Ave, #204	Bus. Open Date	
Address 2		Federal Tax ID	
City	Bloomington	<i>*Federal Tax ID and Legal Name must match on all documents</i>	
State	IN	ZIP	47404

BILLER CONTACT	
Primary Contact Name	Jessica McClellan
Phone	812.349.2530
Email Address	jmcclellan@co.monroe.in.us

SIGNING AUTHORITY			
Name	Jessica McClellan	Title	Treasurer
Phone	812.349.2530	Fax	
Email Address	jmcclellan@co.monroe.in.us		

BILLER BANK ACCOUNT (FOR INVOICE CLOUD AND NETWORK FEES, AND AS PROVIDED IN THE BILLER AGREEMENT)	
Note: Must include voided business check or bank letter for each unique account	
Billing Method	Monthly Invoice
Routing #	
Last 4 Acct #	

PAYMENT METHODS ACCEPTED	
Payment Methods	[American Express] [VISA/Mastercard/Discover] [ACH/EFT]

BILLER PRICING (see Invoice Type Parameter Sheet(s) for invoice-type-specific pricing)*			
Description	Interval	Cost Type	Cost
Billor Portal Access Fee	Monthly	Fixed (\$)	\$0.00
EFT - ACH Reject Fee Submitter	Per Transaction	Fixed (\$)	\$10.00
Credit Card - Chargeback Fee Submitter	Per Transaction	Fixed (\$)	\$10.00
Invoice Presentment For Paperless Customers	Per Transaction	Fixed (\$)	\$0.15

HARDWARE					
Card Reader Type	EMV	Quantity	2	Cost per Reader	\$20.00
Card Reader	PAX A80			Billing Interval	Monthly
Shipping Address (if different than location address)					

DATA RETENTION

Months to Keep	24	*Additional Fees apply if greater than 24 months
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IMPLEMENTATION CHARGES

Description	Interval	Cost	
Implementation (per SOW)	One-Time	\$0.00 (WAIVED)	

NOTES/SPECIAL HANDLING

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[signature page follows]

CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby ratifies its authorization for Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to the Biller Bank Account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in Biller Bank Account account number(s) or bank has occurred at which time this authorization shall apply to such new/changed Biller Bank Account. This notification must be received no less than 10 business days in advance of any change. A fee will be charged for any returned or rejected ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller T+Cs (referenced in the Biller Agreement) and other Order Forms previously executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports ; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will continue to be bound by the Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (8) In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. This Biller Order Form will become effective only when signed by Invoice Cloud.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day

Accepted by Biller:

X

Corporate Officer/Authorized Official

Jessica McClellan

Printed Name

Treasurer

Title

Accepted by Invoice Cloud, Inc.:

X

Corporate Officer

Kevin W. O'Brien

Printed Name

President

Title

**BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET**

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Property Tax Payments	Pricing Model	Submitter	
Biller Pays Network Fees			No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
0	0	0	0	70000	0	0	0	0	0	70000	0

Avg CC Transaction \$	1,100.00	Max Invoice \$	125,000.00	Bill Frequency	Semi-Annually	Avg. Bills Per Month	11667
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PRODUCTS AND SERVICES

Products and Services	[EBPP] [IVR] [Point of Sale]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
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TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit	2.75 %	Percent (%)	\$1.50
All Payment Sources	ACH/EFT	\$1.50	Fixed (\$)	
IVR Surcharge	All Payment Methods	\$0.95	Fixed (\$)	

SERVICE FEE EXCEPTIONS

MAX PAYMENT CAP

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

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Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal

Work session

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:



Adam G. Steuerwald
Partner
(317) 231-7272
adam.steuerwald@btlaw.com

11 S. Meridian Street
Indianapolis, IN 46204-3535 U.S.A.
(317) 236-1313
Fax (317) 231-7433

www.btlaw.com

November 29, 2023

E. Jeff Cockerill
Monroe County Attorney's Office
100 West Kirkwood Avenue, Room 220
Bloomington, IN 47404

Re: Supplemental Engagement Letter: Monroe County, Indiana, County Bridge Improvement Bonds, Series 2023 (Limited Ad Valorem Tax Levy and TIF Pledge)

Dear Jeff:

The purpose of this letter is to supplement our engagement letter dated May 19, 2023, to provide for a fixed fee of \$34,000 for services as bond counsel and out-of-pocket expenses in connection with the above-referenced bonds. If this arrangement is acceptable, please sign and return a copy of this supplemental letter at your earliest convenience.

Sincerely,

Adam G. Steuerwald

cc: Gregory T. Guerrettaz, Financial Solutions Group, Inc. (via email greg@fsgcorp.com)

ACKNOWLEDGED, AGREED TO AND ACCEPTED:

MONROE COUNTY, INDIANA

By: _____

BARNES & THORNBURG LLP

Adam G. Steuerwald
Partner
(317) 231-7272
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11 South Meridian Street
Indianapolis, IN 46204-3535 U.S.A.
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www.btlaw.com

May 19, 2023

E. Jeff Cockerill
Monroe County Attorney's Office
100 West Kirkwood Avenue, Room 220
Bloomington, IN 47404

Re: Bridge Financing

Dear Jeff:

The purpose of this letter is to confirm the terms and conditions under which our firm will serve as bond counsel for Monroe County (the "Issuer" or the "County") in connection with the proposed issuance of bonds (the "Bonds") by the Issuer for certain bridge improvements (the "Transaction"). It is our understanding that Financial Solutions Group, Inc. (the "Municipal Advisor"), will be serving as the municipal advisor for the Issuer in the Transaction.

Services

Bond counsel is engaged to render an objective legal opinion with respect to the authorization and issuance of bonds. As bond counsel in the Transaction, we advocate the interests of the County, and not any other party to the Transaction. It is our understanding that the County will also be represented by the Monroe County Attorney's Office, as its general counsel. We assume that the other parties to the Transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this Transaction.

As bond counsel, we will provide the following services as and when requested by the Issuer with respect to the Transaction:

1. Meet with and assist the Issuer and its auditor, engineer, general counsel and Municipal Advisor in structuring the Transaction, and provide the Issuer with details of using certain structures and the legal requirements associated therewith.
2. Prepare the basic documentation for the Transaction, including bond ordinances and bond certificates, together with petitions, affidavits, notices, resolutions and certifications related thereto.
3. Prepare or assist in preparing for and participate in any meetings with any rating agency, municipal bond insurer or other credit provider concerning the Transaction.
4. Attend any meetings as requested by the Issuer.
5. Coordinate the scheduling and supervise the closing of the Bonds, including preparation of required closing documents.

Monroe County
May 19, 2023
Page 2

6. If a disclosure document will be used in connection with the sale of the Bonds, our responsibility will include the preparation or review of any description therein of: (i) the terms of the Bonds and the legal documents pursuant to which the Bonds are issued, (ii) the excludability of interest on the Bonds from gross income for federal income tax purposes, and the exemption of interest on the Bonds from taxation in the State of Indiana, and (iii) our opinion.

Subject to the completion of proceedings to our satisfaction with respect to the Bonds, we will render our opinion to the effect that: (i) the Bonds are the valid and binding obligation of the issuer of the Bonds, enforceable against such issuer in accordance with their terms, and (ii) the interest on the Bonds is excludable from gross income for federal income tax purposes and is exempt from taxation in the State of Indiana (all subject to certain limitations which will be expressed in the opinion).

The opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us, without undertaking to verify the same by independent investigation.

Upon delivery of the opinion for the Bonds, our responsibilities as bond counsel will be concluded with respect to this Transaction. Specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest on the Bonds will continue to be excludable from gross income for federal income tax purposes.

As bond counsel, we will not provide the following services in connection with the Transaction:

1. We will not review the financial condition of the Issuer, the feasibility of the projects to be financed or refinanced with the proceeds of the Bonds or the adequacy of the security provided to owners of the Bonds, and we will express no opinion relating thereto.
2. Preparing any blue sky or investment surveys with respect to the Bonds.
3. Responding to any Internal Revenue Service audits or Securities and Exchange Commission investigations.
4. Except as specifically set forth above, we will not assume or undertake responsibility for the preparation of an official statement or any other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document.
5. We will not provide any other services not specifically set forth above.

Monroe County
May 19, 2023
Page 3

Municipal Advisor Matters

In connection with the Transaction, it is our understanding that the Municipal Advisor is an independent registered municipal advisor, and the Municipal Advisor will be the entity to whom the County will primarily look for providing financial advice on the Transaction. In addition, while the Securities and Exchange Commission has recognized that bond counsel services may involve a financial advice component, we (a) provide only the legal services set forth above, and (b) do not represent ourselves as a financial advisor or financial expert regarding the issuance of municipal securities or municipal financial products, and (c) are not subject to the fiduciary duty imposed on independent registered municipal advisors by the United States Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

Fees

Our fees in the Transaction will be based primarily on the hours actually worked by each lawyer and legal assistant involved in this matter. These fees will be computed using hourly billing rates for the lawyer or legal assistant and the type of work involved that are in effect at the time you are billed for the work. Generally speaking, our billing rates vary in accordance with the experience and seniority of the lawyers and legal assistants performing the services. Our billing rates are adjusted annually, typically in December. We propose to bill our fees upon closing of the Bonds.

In addition to our fees, we will be entitled to payment of other charges, such as photocopy charges, express mail service, travel, publication costs of all legal notices in the local newspapers, etc.

When we get closer to pricing the Bonds, we will confirm with you a fixed fee for such series to cover our services and other charges for the corresponding portion of the Transaction.

Conclusion

If you (i) agree to our service as bond counsel in the Transaction upon the terms set forth herein, (ii) agree and consent that we may represent other clients in matters that are not substantially related to the matters on which we are advising you, even where our representation of such clients may be or become directly adverse to your interests, and (iii) acknowledge that the statements made in the heading "Municipal Advisor Matters" are accurate and true to your knowledge, please indicate your acknowledgement and agreement on behalf of the County by executing the enclosed copy of this letter in the space provided below and return the executed copy to me.

You may terminate our engagement as bond counsel at any time simply by notifying us. We may terminate our engagement for nonpayment of our fees and other charges and where we are required or permitted to do so by the Rules of Professional Conduct after giving you reasonable notice and allowing time for you to engage successor counsel, if necessary.

We ask you to acknowledge that, in reviewing and executing this letter, you have not relied on any advice provided by our Firm but instead have acted solely in reliance upon the advice of other legal counsel.

Monroe County
May 19, 2023
Page 4

We are again pleased to have this opportunity to be of service to you.

Sincerely,



Adam G. Steuerwald

cc: Gregory T. Guerrettaz, Financial Solutions Group, Inc. (via email greg@fsgcorp.com)

ACKNOWLEDGED, AGREED TO AND ACCEPTED:

BOARD OF COMMISSIONERS OF
MONROE COUNTY, INDIANA

By: Penny Githens

Printed: Penny Githens

Title: Commissioner

Date: 6/29/2023

DMS 26236279v1



BARNES & THORNBURG LLP

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

The following terms are an integral part of our agreement with you and, unless modified expressly in writing by mutual agreement, govern all of our engagements for you. We ask that you review these terms carefully and write us promptly if you have any questions. We suggest that you retain this document in your file together with our engagement letter(s).

Our Client

The person or entity that we represent is the person or entity identified as our client in our engagement letter and does not include any affiliates or relatives of such person or entity. This means that, unless we specifically agree otherwise, we do not have any lawyer-client relationship with:

- Your subsidiaries, parent company or other business entities in a commonly controlled group, without regard to any internal arrangements for the management of affairs between our client and any such affiliate, or any operational commonality among such entities such as consolidated administrative services, common in-house legal functions, or any overlapping officers, directorships or ownership;
- Your owners, shareholders, members, managers, partners, directors, officers, employees, representatives or agents;
- The beneficiaries of a trust administered by a trustee who is our client;
- Your spouse, partner, children or other family members.

Therefore, our representation of you will neither limit nor impair our ability to represent another client with interests adverse to any such affiliated entity, affiliated person or family member without obtaining your consent.

The Scope of Our Work

Our practice with new clients is to describe the scope of our initial engagement in the letter we send accepting employment. With existing and recurrent clients, we may or may not provide a description of new matters depending on the circumstances. In any engagement we limit our services to those you ask us to perform and those we deem reasonably necessary to accomplish the requested services. If you ask us to limit our work to only one or certain aspects of a transaction, matter or case, we will address only what you request, even if full legal representation on such matter would normally be more involved or extensive.

In some legal matters, clients may have insurance coverage that includes potential liability and legal costs and fees. Except to the extent you expressly request in writing that we advise or assist you concerning insurance coverage relating to your legal matters, you agree to take full responsibility yourself for determining whether coverage exists and to notify your carrier(s). Similarly, we will not analyze potential adverse tax impacts or provide tax advice in any matter unless you specifically ask us to do so in writing. Nor shall we have any obligation to inform or advise you regarding your data security or privacy practices unless you so request in writing.

The outcome of legal matters and proceedings cannot be predicted with certainty. If we offer an assessment of the likely outcome of a matter, that is merely our opinion based on our understanding of the facts and the law at the time. We cannot guarantee results.

Who Will Provide the Services

Each client matter handled by our Firm is assigned to a principal lawyer contact. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time. Under the supervision of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the Firm.

To help us serve our clients, we employ law clerks (often law students), paralegals, lobbyists, investigators, patent agents, foreign lawyers, research librarians, environmental analysts, translators, draftsmen, ediscovery/litigation support personnel and other technical (non-legal) specialists. Such personnel possess training, experience and skills that enable them to assist our lawyers in discharging their responsibilities, but they are not lawyers. Accordingly, you should not construe or rely upon any communications you receive from such personnel as legal advice.

How Fees Will Be Set

The basis on which our fees will be determined is described in the pertinent engagement letter. Usually the time and effort required are the primary factors on which our fees are based. We will record the time we devote to your work (typically in increments of 1/10th of an hour). This time may include conferences (both in person and over the telephone), negotiations, court appearances, factual and legal research and analysis, document preparation and revision, required travel and other related matters. Peer collaboration and



review is an important element of providing quality services, and so our time records will often include discussions between lawyers within our Firm concerning the matters in which we have been engaged. The hourly rates we charge for our lawyers and service providers are based on their relative experience, skills, reputation, the type of engagement, market factors and similar considerations. We review our hourly rates at least annually and may adjust them periodically. Our statements will reflect the applicable rates in effect at the date of the statement even if they exceed the applicable hourly rates in effect on the date the services were performed.

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter on which our fees are hourly or otherwise variable. But fees and costs are often unpredictable. Accordingly, except in those engagements in which we specifically agree in writing to a flat or maximum fee, we make no commitment concerning the maximum fees and costs that will be necessary to resolve or complete the matter, even when we have provided an estimate. The ultimate cost is invariably more or less than the amount estimated. In addition, your obligation to pay the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

In instances in which we offer and you accept a flat fee, that flat fee covers only the services within the scope of work specified in the flat fee proposal. Any additional work will be billed at our standard hourly rates unless otherwise agreed in writing.

Other Charges

In addition to our fees we will likely bill you for various charges that we itemize separately. These may include charges or fees for:

- messengers and couriers
- photocopying, desktop publishing or printing
- data storage
- ediscovery data hosting services
- litigation support technology services
- computerized research
- certain clerical services
- filing fees (including electronic filings)
- court reporters
- witnesses
- outside experts and consultants, including for example accountants, appraisers and other legal counsel

- travel
- phone and Web conferencing

Certain of these other charges may represent more than our out-of-pocket cost to contribute toward covering indirect expenses we incur. We incur outside charges on your behalf as your agent. You agree to pay these charges when due. We may require that you pay significant expenses directly or in advance. In some instances when we make advance payment on your behalf as a convenience, we may be entitled to incentives, rebates or rewards from our banks or credit card companies for using their services. Such arrangements lower our overhead and administrative expense and are not passed along to clients.

In some engagements, it is necessary to engage legal counsel in a foreign country. When we engage counsel in a foreign country on your behalf, we are not guarantors or indemnitors for such foreign counsel's work, nor are we in a position to review the adequacy of their legal work or translation of documents. We engage foreign counsel to assist you specifically because we are not licensed or familiar with the applicable legal system and therefore are not in a position to provide those legal services or judge their adequacy.

Terms of Payment

We will bill you on a regular basis, typically monthly, for both fees and other charges. Our fees and charges are due when you receive our statement. Also, if you do not pay us within 30 days of our statement or as otherwise agreed, you agree that we may discontinue providing services immediately and withdraw from representing you after providing reasonable notice of our intention to do so. You also agree that until we are paid in full on all of your legal matters, and except to the extent otherwise prohibited or limited by law, we shall have a lien on all papers and files in our possession related to any of the matters in which we have represented you, and any property recovered or obtained as a result of our work on your behalf. To the extent not prohibited by applicable law or court rule and effective with new clients on or after January 1, 2019, you agree to pay us finance charges at the rate of six percent (6%) per annum on all fees and charges that you fail to pay within 30 days of our invoice(s) (or, if applicable, a later past due date agreed by us in writing). You agree to pay the costs of collecting your debt to us, including court costs, filing fees and reasonable attorneys' fees.

Advance Deposits and Amounts Received in Trust

New clients of our Firm will ordinarily be asked to make an advance deposit with the Firm. The Firm may also in its sole discretion at any time during our



representation require existing clients to make an advance deposit based, for example, on past payment history, creditworthiness, increases in the scope or intensity of our work, or other factors that may cause the Firm to conclude it is appropriate to do so.

If we require an advance deposit from you, we will charge or draw against the advance deposit for fees and other charges as our legal services are provided. We will issue regular statements to you describing the fees and other charges which have been deducted from the advance deposit and the amount which must be paid to replenish the advance deposit to the agreed level. If the advance deposit is insufficient to cover fees and other charges anticipated in the current and following month, or if the scope or intensity of our work is anticipated to increase, we may require that the balance be increased. At the conclusion of our legal representation, once we are fully paid, or at such time as the advance deposit is no longer necessary or is appropriately reduced, the remaining balance, if any, will be returned to you.

Any advance deposit we receive from you will be held in our trust account until it is charged for fees and other charges or your account or is returned to you. No interest is paid on amounts held by us in our trust account. In particular, court rules in jurisdictions in which we practice require that interest earned on pooled client trust accounts is payable to a charitable foundation established in accordance with the court's rule. While your advance deposit is held by us in our trust account, it remains your property. You authorize us to apply the deposit to any fees and charges that you owe us.

Other deposits that we receive to cover specific items, and any funds that we recover or receive on your behalf, will also be held by us in our general trust account (without interest) and disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. You grant us a security interest in any funds we receive and hold in trust for you (including any advance deposits) to secure payment of any outstanding fees or other charges you owe us. Any amount remaining after disbursement or application to your account will be returned to you.

Identifying Conflicts of Interest

We maintain an electronic database relating to our client engagements which we use in evaluating and avoiding conflicts of interest. The Rules of Professional Conduct governing lawyers generally prohibit a lawyer or law firm from representing one client in a matter directly adverse to another client unless the affected clients provide informed consent

confirmed in writing. To allow us to identify and address potential conflict issues, you represent to us that you have identified for us all persons and entities that are or may become involved in the matter in which we are being engaged, including all persons and entities affiliated with you who you believe have interests that could be affected by our engagement. You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in the matter.

Waiver of Certain Potential Conflicts of Interest

As you are aware, we are a large law firm with multiple practices in multiple offices throughout the country, and we represent many different clients in many different industries, including clients who are competitors of each other and sometimes adversaries in legal matters. In taking on this representation, we commit that we will not represent any other client in any matter adverse to you that is substantially related to a matter in which we represent you. In this context, "substantially related" is a term that has come to have a settled meaning in the case law and in Bar ethics opinions. What this commitment means is that we will not take on any matter adverse to you on behalf of another client in circumstances in which any of your confidential data or information, as normally would have been obtained by us in our representation of you, would be material to any new matter adverse to you that we might accept from another client.

In return for our agreement to represent you in this matter and future matters (if any), you consent and agree that we may be adverse to you on behalf of other clients in matters that are not substantially related to the matter we are now undertaking on your behalf or to any additional matter we may undertake on your behalf in the future. Such unrelated matters may include, but are not limited to:

- a. Agreements, business contracts, licenses, mergers and acquisitions, joint ventures, loans and financings, and securities offerings, including contract negotiations with you in which we represent another party, and preparation for other clients of contracts or other legal documents to which you will be a party or that may affect your rights or obligations;
- b. Advice regarding the existence, scope or validity of your rights in real, personal or intellectual property and/or concerning the interpretation and application of provisions of contracts or other legal documents to which you may be party or that may affect your legal rights or obligations;
- c. Advice and representation of our other clients regarding the existence or potential existence of



legal claims that our other clients may have against you or that you may have against them, in disputes with you of any nature, or in claims our other clients may assert against you or you against them including litigation in a court, agency or other tribunal, and in arbitration or mediation.

- d. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings); non-judicial debt restructurings, including representation of creditors, liquidators or other insolvency professionals in domestic or international matters in which you are a creditor, debtor or other party in interest;
- e. Patents, copyrights, trademarks, trade secrets or other intellectual property matters; including advice to other clients regarding the existence, scope or validity of your rights in intellectual property and assistance in securing or protecting other clients' intellectual property in ways that may limit or constrain your rights;
- f. Real estate, zoning and environmental matters in which your interests in real property may be involved or adversely affected, or in which you may face liability for environmental contamination;
- g. Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings; and,
- h. Third-party discovery requests (including subpoenas) to be served on you, and discovery requests (including subpoenas) that have been served by you on others.

If at a later time you withdraw or modify this advance waiver in any respect, you agree and consent to our withdrawal from our representation of you pursuant to these General Terms of Representation and the applicable Rules of Professional Conduct.

In addition, if there are parties adverse to you in the matter we are undertaking on your behalf, it is possible that those adverse parties will have need for counsel in matters which do not have a substantial relationship to the matter in which we represent you. Even though we would, as a result, be receiving some fee income from your adversary, you consent to our representing such parties in matters that are not substantially related to any of our work for you. For our part, we commit to continued zealous representation of your interests in the matters in which we do represent you notwithstanding any fee income we may receive from your adversary. Of course, the

foregoing consent does not affect our obligation to protect confidential information you share with us in connection with our representation of you and not to use such information to your detriment.

Electronic Communications and Cloud Storage

You agree that both you and our Firm may use electronic devices and Internet services to communicate with each other and share documents notwithstanding some risk that such communications and documents may be intercepted or accessed by and disclosed to unauthorized parties. You agree that the benefits of using such technology outweigh the risks of unauthorized or inadvertent disclosure. Our use of such technology may include unencrypted email, mobile phones, voice over Internet, electronic data/document websites, video conferencing and other technology in which your documents and information are stored in the cloud and accessed via the Internet. We caution you that, to maintain the confidentiality and privilege of such information and communications, you should not use a computer, other electronic device, network or Internet address that is owned, controlled or on which your communications may be accessed by anyone other than you. This warning includes electronic venues provided by a hotel, a library, an Internet café, or even a shared home computer or employer-provided technology if you are engaging us as an individual rather than on behalf of your employer. Any device you use to communicate with us should be password protected and not accessible by any third party.

Privacy Notice

During the course of this engagement, the firm may collect and acquire possession of certain personal information relating to the matters in which we are representing you. You should only provide the minimum amount of personal information necessary for us to perform our legal services. Our collection and processing of personal information is governed by the firm's Privacy Notice, which you may view at btlaw.com/privacy-policy, as well as applicable privacy laws, regulations, and codes of professional conduct.

As you may know, we need your consent under the Canadian Anti-Spam Law, the General Data Protection Regulation and similar laws to the extent applicable, before we can send you certain electronic communications. These electronic communications include, among others, announcements, briefings on legal developments, and invitations to seminars and other events. In connection with your engaging us to render legal services, you consent to our sending you these electronic communications. You may withdraw your consent (or update your profile information) at any time by notifying us at privacy@btlaw.com. If you



withdraw your consent, we will stop sending you all electronic communications for which your consent is required.

Lawyers Holding Public Offices

Our lawyers may from time to time serve in elected or appointed positions with various governmental bodies. Such lawyers must discharge those duties without regard to their employment or association with the Firm, and more importantly, it would be a prohibited conflict of interest for them to give any special consideration, benefit, or access to you or any other client of the Firm. Accordingly, you confirm that your engagement of our Firm is not in consideration for or in contemplation of any expected benefit to be derived from the activities of any elected or appointed official.

Certain Client Responsibilities

You agree to cooperate fully with us, to provide promptly and candidly all information (including documents and electronic data) known or available to you that is relevant to our representation. If your engagement involves actual or potential claims or litigation, you have an obligation to preserve potentially relevant information, including electronic data. It is important for you to ensure automatic deletions or record retention policies are suspended as necessary to ensure this information is preserved. If you have questions, you should discuss these issues with us at the outset of our engagement involving any claim or litigation or as soon as a dispute or litigation related to any matter on which you have engaged us becomes reasonably foreseeable. You also agree to respond promptly to our requests for direction and other communications and to attend meetings and court proceedings at our request.

Use of Publicly Available Information

We will protect nonpublic, confidential information related to your representation in accordance with our professional obligations. To best serve all of our clients, however, it is helpful for us to be able to describe our experiences in the practice of law to assist others in choosing counsel and for other business reasons. Accordingly, we understand that you authorize us, unless you specifically instruct us to the contrary, to truthfully disclose or describe to others information related to our representation of you that is otherwise publicly available (e.g., in public filings, government publications, press releases, on the Internet and the like).

Termination and Withdrawal

You may terminate our representation of you at any time without cause simply by notifying us. Your termination of our services will not affect your

responsibility for payment of fees and other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the Rules of Professional Conduct that require or allow us to withdraw from representing a client in various circumstances. These may include any circumstances in which withdrawal can be accomplished without material adverse effect on the interests of the client. Among other circumstances that may give rise to withdrawal, subject to the Rules of Professional Conduct, we may withdraw from representing you if you do not fulfill your client responsibilities to us, including failure to pay our fees and charges, or if we determine that our relationship has become impaired, such as by your failure to follow our advice relating to a representation.

Unless previously terminated, our representation of you in any matter terminates upon our completion of the services you retained us to perform. Generally, this will be indicated by your receipt of our final statement for services rendered on that matter. In general, our representation shall be deemed completed if there is no billable work for a period of six months and there are no ongoing appeals proceedings or intellectual property maintenance obligations.

Except where applicable laws require otherwise, you agree that the following provisions will govern the way we handle materials and records related to our representation of you. We typically store the materials we retain in electronic form. We do not keep our copies of such materials and records indefinitely. We will discard or delete the materials we retain related to your representation when we believe it is reasonable to do so, without further notice to you. Accordingly, you are strongly encouraged to keep your own files related to our representation, especially important legal documents. So that you can do so, we will provide you with copies of materials we have retained whenever you request them during our representation. Even after your matter is completed, on request we will provide you with copies in electronic form of any materials we still have to which you are entitled. You agree to pay our charges for retrieving and copying materials for you, and any other fees and charges that remain outstanding in connection with our representation of you. We may require such payment before delivering such materials. You authorize us to follow these procedures without providing you further notices or seeking further instructions in the future.

Our representation of you in any matter is limited to that specific matter, and will not give rise to any ongoing attorney-client relationship. After our representation of you in any matter has ended, we may from time to time represent you in such subsequent matters as you may request. However,



we are under no obligation to represent you in any subsequent matters, and nothing herein should be construed to give rise to any attorney-client relationship after our representation has concluded or terminated. If we do undertake to represent you in any subsequent matter, the scope and duration of our representation will be limited to that specific subsequent matter and, unless we expressly establish new terms of engagement with you at that time, the terms of engagement stated in this document and our engagement letter will apply.

Lawyers sometimes become personally entangled in court proceedings in connection with their clients' matters. If our Firm or any of our lawyers or staff are named as a party, or are required to produce evidence or appear, in a legal proceeding or deposition as a result of our services performed for you (other than as a result of our misconduct or negligence), you agree, even after our representation has terminated, to pay us for our lawyers' and non-lawyers' time and other charges and expenses incurred in connection with our defense or participation in such proceeding, on the same basis that applies to our standard hourly fees and charges in effect at the time.

After our representation of you in any matter has ended, changes may occur in applicable laws or regulations that could have an impact upon your rights and liabilities. Unless you subsequently engage us to provide such advice on the same matter, our Firm has no continuing obligation to advise you with respect to future legal developments.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

Request approval of Resolution 2023-33 Commissioners' Meeting Dates 2024 and Resolution 2023-34 Appeals Hearing Dates 2024.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="N/A"/>	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

RESOLUTION 2023-33
2024 Board of Commissioners Meeting Dates

WHEREAS, it is necessary to establish the regular schedule for the Monroe County Board of Commissioners.
IT IS THEREFORE RESOLVED AND ESTABLISHED that the meeting dates, time, and location of the Board of Commissioners for 2024 are as follows:

Month	Date	Day	Time
January	3	Wednesday	10:00 AM
	10	Wednesday	10:00 AM
	17	Wednesday	10:00 AM
	24	Wednesday	10:00 AM
	31	Wednesday	10:00 AM
February	7	Wednesday	10:00 AM
	14	Wednesday	10:00 AM
	21	Wednesday	10:00 AM
	28	Wednesday	10:00 AM
March	6	Wednesday	10:00 AM
	13	Wednesday	10:00 AM
	20	Wednesday	10:00 AM
	27	Wednesday	10:00 AM
April	3	Wednesday	10:00 AM
	10	Wednesday	10:00 AM
	17	Wednesday	10:00 AM
	24	Wednesday	10:00 AM
May	1	Wednesday	10:00 AM
	8	Wednesday	10:00 AM
	15	Wednesday	10:00 AM
	22	Wednesday	10:00 AM
	29	Wednesday	10:00 AM
June	5	Wednesday	10:00 AM
	12	Wednesday	10:00 AM
	19	Wednesday	10:00 AM
	26	Wednesday	10:00 AM
July	3	Wednesday	10:00 AM
	10	Wednesday	10:00 AM
	17	Wednesday	10:00 AM
	24	Wednesday	10:00 AM
	31	Wednesday	10:00 AM
August	7	Wednesday	10:00 AM
	14	Wednesday	10:00 AM
	21	Wednesday	10:00 AM
	28	Wednesday	10:00 AM
September	4	Wednesday	10:00 AM
	11	Wednesday	10:00 AM
	18	Wednesday	10:00 AM
	25	Wednesday	10:00 AM
October	2	Wednesday	10:00 AM
	9	Wednesday	10:00 AM
	16	Wednesday	10:00 AM
	23	Wednesday	10:00 AM
	30	Wednesday	10:00 AM
November	6	Wednesday	10:00 AM
	13	Wednesday	10:00 AM
	20	Wednesday	10:00 AM
	27	Wednesday	10:00 AM
December	4	Wednesday	10:00 AM
	11	Wednesday	10:00 AM
	18	Wednesday	10:00 AM

Unless noticed differently, the meetings will be held in the Judge Nat U. Hill III Meeting Room at the Monroe County Courthouse, 100 West Kirkwood Avenue, Bloomington, Indiana.

The deadline for agenda items will be noon on the Friday preceding the scheduled meeting. Further, a copy of the resolution shall be sent to each of the newspapers, radio stations, and television stations in Monroe County.

A Work Session may follow the Formal Session each Wednesday.

SO RESOLVED AND ESTABLISHED THIS SIXTH DAY OF DECEMBER 2023 BY THE MONROE COUNTY BOARD OF COMMISSIONERS.

Penny Githens, President

Attest: Catherine Smith, Auditor

Julie Thomas, Vice President

Lee Jones, Commissioner

RESOLUTION 2023-34

2024 Appeals Hearings/Meeting Dates

WHEREAS, the Board of Monroe County Commissioners is charged with the duty of hearing and deciding appeals including, but not limited to, (1) applicants for township assistance from the various township trustees; and (2) persons aggrieved by decision of the Highway Department; and

WHEREAS, the Board of Commissioners must hear and decide said appeals within ten (10) days after the appeal form is received in the Auditor’s office; and

WHEREAS, it is necessary and desirable to establish a schedule for the appeals hearings and meeting of the Commissioners.

IT IS THEREFORE resolved and established that the hearings and meetings for said decisions are scheduled for the Year 2024 as follows:

<u>RECEIVED</u>	<u>DAY OF THE WEEK</u>	<u>HEARING</u>
January 2– January 5	Thursday	2:00 PM January 11
January 8 – January 12	Thursday	2:00 PM January 18
January 15– January 19	Thursday	2:00 PM January 25
January 22 – January 26	Thursday	2:00 PM February 1
January 29 – February 2	Thursday	2:00 PM February 8
February 5 – February 9	Thursday	2:00 PM February 15
February 12 – February 16	Thursday	2:00 PM February 22
February 19– February 23	Thursday	2:00 PM February 29
February 26 – March 1	Thursday	2:00 PM March 7
March 4 – March 8	Thursday	2:00 PM March 14
March 11 – March 15	Thursday	2:00 PM March 21
March 18 – March 22	Thursday	2:00 PM March 28
March 25 – March 29	Thursday	2:00 PM April 4
April 1 – April 5	Thursday	2:00 PM April 11
April 8 – April 12	Thursday	2:00 PM April 18
April 15 – April 19	Thursday	2:00 PM April 25
April 22 – April 26	Thursday	2:00 PM May 2
April 29 – May 3	Thursday	2:00 PM May 9
May 6 – May 10	Thursday	2:00 PM May 16
May 13 – May 17	Thursday	2:00 PM May 23
May 20– May 24	Thursday	2:00 PM May 30
May 27 – May 31	Thursday	2:00 PM June 6
June 3– June 7	Thursday	2:00 PM June 13
June 10 – June 14	Thursday	2:00 PM June 20
June 17 – June 21	Thursday	2:00 PM June 27
June 24– June 28	Thursday	2:00 PM July 4
July 1 – July 5	Thursday	2:00 PM July 11
July 8 – July 12	Thursday	2:00 PM July 18
July 15 – July 19	Thursday	2:00 PM July 25
July 22 – July 26	Thursday	2:00 PM August 1
July 29 – August 2	Thursday	2:00 PM August 8
August 5 – August 9	Thursday	2:00 PM August 15
August 12 – August 16	Thursday	2:00 PM August 22
August 19 – August 23	Thursday	2:00 PM August 29
August 26 – August 30	Thursday	2:00 PM September 5
September 2 – September 6	Thursday	2:00 PM September 12
September 9 – September 13	Thursday	2:00 PM September 19
September 16 – September 20	Thursday	2:00 PM September 26
September 23 – September 27	Thursday	2:00 PM October 3
September 30 – October 4	Thursday	2:00 PM October 10

October 7 – October 11	Thursday	2:00 PM October 17
October 14 – October 18	Thursday	2:00 PM October 24
October 21 – October 25	Thursday	2:00 PM October 31
October 28 – November 1	Thursday	2:00 PM November 7
November 4 – November 8	Thursday	2:00 PM November 14
November 11 – November 15	Wednesday	2:00 PM November 21
November 18 – November 20	Thursday	2:00 PM December 5
November 25 – November 29	Thursday	2:00 PM December 5
December 2 – December 6	Thursday	2:00 PM December 12
December 9 – December 13	Thursday	2:00 PM December 19
December 16 – December 20	Thursday	2:00 PM December 26
December 23 – December 27	Thursday	2:00 PM January 2, 2025
December 30 – January 3, 2025	Thursday	2:00 PM January 9, 2025

Unless noticed otherwise, hearings will be held in the Nat U. Hill III Meeting Room, Room 315, in the Monroe County Courthouse located at 100 West Kirkwood Ave, Bloomington Indiana.

Further, a copy of this Resolution shall be sent to each of the newspapers, radio stations, and television stations in Monroe County, Indiana Legal Services, Inc., and each of the Township Trustees of Monroe County.

SO RESOLVED AND ESTABLISHED THIS SIXTH DAY OF DECEMBER 2023

MONROE COUNTY BOARD OF COMMISSIONERS

Penny Githens, President

Julie Thomas, Vice President

Lee Jones, Commissioner

Attest: _____
Catherine Smith, Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

In 2023 asphalt bids were awarded to E&B Paving and Milestone. We were able to award to two bidders in accordance with IC36-1-12-4. We had in the bid documents that the bidder has the option to rollover their pricing into 2024 if desired. E&B has accepted to rollover their 2023 bid price to 2024. Milestone chose to not rollover their pricing. Therefore, we would like to award the 2024 asphalt bid to E&B Paving.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Motor Vehicle Highway"/>	<input type="text" value="1176"/>	<input type="text"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

PROJECT: **Asphalt Material Supplied to Monroe County
Monroe County, Indiana**

FROM: E & B Paving, LLC (Company)

BID SUBMITTED TO:

Monroe County Legal Department
Monroe County Courthouse
100 W. Kirkwood Avenue, Room 220
Bloomington, Indiana 47404

1. The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an agreement with the Monroe County Board of Commissioners (OWNER) to furnish all material as specified and indicated in the Contract Documents for the Contract Unit Price.
2. In submitting this BID, BIDDER represents that:
 - a. BIDDER has examined the Bid Documents.
 - b. The OWNER may award contracts to more than one (1) responsible and responsive bidder based on geographic location, availability and customer service.
3. Asphalt Mix: All materials shall meet current Indiana Department of Transportation (INDOT) specifications. Hot Mix Asphalt (HMA) mixtures shall comply with the applicable specifications of Section 402 of the INDOT Standard Specifications (2020). Cold Mix Asphalt mixtures shall comply with the applicable specifications of Section 403 of the INDOT Standard Specifications (2020).
4. Material Supplier: Material supplier and the material supplied shall be certified by the Indiana Department of Transportation prior to be submittal.
5. Material Supplied: Material supplied will be picked up at the BIDDER's plant and will be transported in the OWNER's trucks.
6. It shall be the responsibility of the BIDDER to provide itemized monthly billings. Bid prices shall hold for one (1) year from the date of the award by the OWNER.
7. The term covered by this bid shall be one (1) year from the date of the award by the OWNER's. The contract to supply materials and supplies may be renewed beyond the expiration date to another term, not to exceed two (2) additional one-year terms, by agreement of both the OWNER and the BIDDER.

SUBMITTED on January 24, 2023, 2023.

E & B Paving, LLC

(Bidder Name)

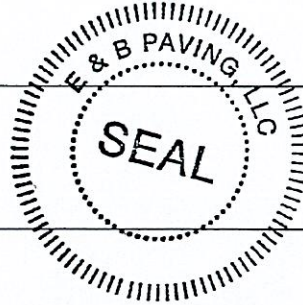


(Signature of Authorized Representative)

Garrett Gough

Division Manager

(Title)



2520 W Industrial Park Dr 812-334-7940 Garrett.gough@ebpaving.com
(Business Address) (Telephone Number) (E-Mail Address)
Bloomington IN 47404

BIDDER will provide the material for the following unit prices:

BASE BID

Item No.	Description	Unit	Annual Amount Required	Unit Price
1	HMA Surface, Type B, 9.5 mm	Ton	Up to 100,000 Tons total for all HMA Types listed in this table.	\$63.00
2	HMA Surface, Type B, 12.5 mm	Ton		\$61.00
3	HMA Intermediate, Type B, 12.5 mm	Ton		\$61.00
4	HMA Base, Type B, 25 mm	Ton		\$58.00
5	Cold Mix Asphalt Pothole Patching Material	Ton	Up to 5,000 Tons	\$125.00

FOB Location:
1110 North Oard Rd
Bloomington, IN 47404



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): 01/24/2023

1. Governmental Unit (Owner): Board of Commissioners of Monroe County Indiana

2. County : Monroe

3. Bidder (Firm): E & B Paving, LLC

Address: 2520 W. Industrial Park Drive

City/State/ZIPcode: Bloomington, IN 47404

4. Telephone Number: 812-334-7940

5. Agent of Bidder (if applicable): Garrett Gough

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Asphalt Material Supplied to Monroe County (Governmental Unit) in accordance with plans and specifications prepared by Board of Commissioners of Monroe County Indiana

and dated 01/24/23 for the sum of

Please see attached \$ Please see attached

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II
(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: Board of Commissioners of Monroe County Indiana

Bidder (Firm) E & B Paving, LLC

Date (month, day, year): 01/24/2023

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
14,229,922.00	Patch & Rehab	2020	RS-39090-B Patch & Rehab I-69
2,660,660.45	Road Resurface	2020	RS-40072-A SR 45 Monroe Co.
5,093,766.44	HMA Placement & Concrete	2021	R-33541 I-69 3.1 HMA & Concrete
3,721,333.57	Road Resurface	2021	R-41163-A SR 57 Resurface

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
3,641,742.08	Road Reconstruction	2022	R-39933 SR 56/61 Pike County
6,542,542.00	Road Reconstruction	2022	R-39366-ASR 42 Mooresville
26,725,142.00	Road Reconstruction	2020	INDOT B-33539 US 41
4,847,135.00	Road Reconstruction	2022	RS-40939-A SR 135 Resurface

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

Duke Energy - Bloomington, IN

CDI, Inc - Terre Haute, IN

Gastoff Restaurant - Montgomery, IN

Jay C Foods - Petersburg, IN

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Per Plans and Specifications

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

SEE BID FORM

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Any equipment required to complete the project.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Bloomington, IN this 24 day of January, 2023

E & B Paving, LLC

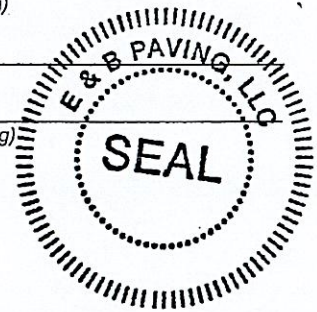
(Name of Organization)

By

Garrett Gough

Garrett Gough, Division Manager

(Title of Person Signing)



ACKNOWLEDGEMENT

STATE OF INDIANA)
) ss
COUNTY OF MONROE)

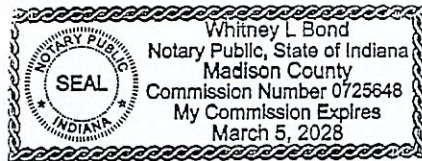
Before me, a Notary Public, personally appeared the above-named Garrett Gough and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 24 day of January, 2023.

Whitney L Bond
Notary Public

My Commission Expires: March 5, 2028

County of Residence: Madison



BID OF

E & B Paving, LLC

(Contractor)

2520 W Industrial Park Drive

(Address)

Bloomington, IN 47404

FOR

PUBLIC WORKS PROJECTS

OF

Board of Commissioners of Monroe County Indiana

Filed January 24, 2023

Action taken _____

NON-DISCRIMINATION AFFIDAVIT

The undersigned, having executed the attached bid or bids for and on behalf of himself, his firm or corporation, being first duly sworn says:

In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry or discriminate by reason of such factors against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of this contract.

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

OATH AND AFFIRMATION

I affirm under the penalties for perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at Bloomington IN this 24 day of January, 20 23.

E & B Paving, LLC
(Name of Organization)

By Garrett Gough
Garrett Gough

Division Manager
(Title of Person Signing)





Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

In the original scope of the project, CRA (Cultural Resource Analysis, Inc.) was subcontracted by BLN and asked to provide the proposal for the services that were anticipated to conform with the Minor Project Programmatic Agreement (MPPA). The quote included Archaeological Records Check and Field Reconnaissance. It has now been determined that a Section 106 will need completed for the project. This will include expenses of conducting the historic architectural resource survey, preparing a historic property report (HPR), documenting project efforts, preparing the 800.11 and coordinating the documents with INDOT and consulting parties. The supplemental will be forwarded to INDOT to request additional funds to cover 80% of the supplemental.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Rockport Road Bridge, #308"/>	<input type="text" value="8166"/>	<input type="text" value="\$10,300.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency Federal Program
CFDA# Federal Award Number and Year (or other ID)
Pass Through Entity:
Request completed by:

This document is to be submitted no later than the Friday at noon prior to the requested meeting date.

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.monroe.in.us AND to the Commissioner's Office e-mail: commrequests@co.monroe.in.us

SUPPLEMENTAL AGREEMENT
NO. 3

This Supplemental Agreement, made and entered into this ____ day of _____, 2023, by and between Monroe County, Indiana, acting by and through its Board of County Commissioners (hereinafter referred to as the "OWNER"), and Beam, Longest and Neff, L.L.C., Consulting Engineers, 8320 Craig Street, Indianapolis, Indiana 46250 (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

WHEREAS, the OWNER and the CONSULTANT did enter into an Agreement, dated July 27, 2020, to provide professional engineering services for the replacement of Monroe County Bridge No. 308, Rockport Road over Branch of Clear Creek, and Supplemental Agreement No. 1, dated October 5, 2022, for an IDNR Permit due to changes in the Urban Boundary Map for the City of Bloomington, and Supplemental Agreement No. 2, dated September 13, 2023 for a forested floodway habitat assessment as part of the IDNR Permit to determine mitigation ratios for the impacted trees, the requirement of the development of a Local Floodplain Development Permit, and two additional parcels requiring Right-of-Way Engineering, and,

WHEREAS, the Project now requires a full Section 106 review due to road realignment and channel realignment as well as a field visit by an architectural historian, and,

WHEREAS, the CONSULTANT is qualified and prepared to perform the services required in said work and they agree to perform such services under the terms and conditions herein set forth, and,

WHEREAS, in order to provide for completion of the work as modified, it is necessary to amend and supplement the original Agreement,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. On page 1 of the original Agreement, under Section IV, the not to exceed amount is increased by \$10,300.00 to \$369,000.00
2. On page 1, Appendix "D" of the original Agreement, under Item A, paragraph 1, the not to exceed amount is increased by \$10,300.00 to \$369,000.00 and the not to exceed amount for Sections A.1-A.7 is increased by \$10,300.00 to \$359,000.00.
3. On page 2, Appendix "D" of the original Agreement, under Item A, paragraph 2, line item b., the lump sum amount is increased by \$10,300.00 to \$41,500.00.
4. Except as herein modified, changed and supplemented, all terms of the original Agreement, dated July 27, 2020, and Supplemental No. 1, dated October 5, 2022, and Supplemental Agreement No. 2, dated September 13, 2023 shall continue in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement No. 3 the day and year first above mentioned.

CONSULTANT:
BEAM, LONGEST AND NEFF, L.L.C.

OWNER:
BOARD OF COUNTY COMMISSIONERS
MONROE COUNTY, INDIANA

DocuSigned by:
James B. Longest
(President) 70...

ATTEST:

ATTEST:

DocuSigned by:
B. KYR...
B53A8EBBA5F34B0...

**FEE JUSTIFICATION EXHIBIT
MAN-HOURS BY CLASSIFICATION**

Section 106 - CRA

OWNER: Monroe County

PROJECT: Des 1902772 Bridge No. 308 on Rockport Road over Branch of Clear Creek

DESCRIPTION: Bridge Replacemet

Task	Man-hours by Classification		
	SENIOR EA	ENVIRON ANALYST	TOTAL
Sub Consultant Coordination	2	4	6
Document review	2	4	6
Total Hours	4	8	12
Hourly Rate	\$62.00	\$33.03	
Total Labor	\$248.00	\$264.24	\$512.24
Overhead (178.30%)			\$913.32
Labor + Overhead			\$1,425.56
Profit (15%)			\$213.83
FCCM (.49%)			\$2.51
Direct Non-Salary Costs			\$8,652.50
TOTAL			\$10,294.41
USE			\$10,300.00

CATEGORICAL EXCLUSION - LEVEL 2

DIRECT COSTS

Task	X	Y	Z	TOTAL
MILEAGE				
(X miles/roundtrip) x (Y Trips) x (\$0.38/mile) =	250	1	\$0.49	\$122.50
XEROX COPIES				
(8.5 x 11) x (X sets) x (Y pages/set) x (\$0.15/page)	3	100	\$0.15	\$45.00
SUBCONSULTANT				
CRA				\$8,485.00
TOTAL				\$8,652.50



PROPOSAL FOR SECTION 106 SERVICES FOR THE REPLACEMENT OF MONROE COUNTY BRIDGE #308, MONROE COUNTY, INDIANA

September 29, 2023

Submitted to:

Brian Shaw
Environmental Analyst
Beam, Longest, & Neff, LLC
o: 317.849.5832, c: 317.709.3440
bshaw@b-l-n.com

Project Identification

Monroe County Bridge #308 Replacement (DES 1902772)

At the request of Beam, Longest and Neff, Cultural Resource Analysts, Inc. (CRA) previously provided a scope of work for a phase Ia archaeological survey and MPPA submittal for the proposed bridge project in Monroe County, Indiana. Based on discussion with INDOT CRO, it has been determined that the road realignment and channel realignment included in the work for the bridge replacement is not covered by the MPPA, thus the project will require full Section 106 review.

The original MPPA budget covered the expense of preparing the Early Coordination Letter (ECL). CRA's original proposal for the MPPA did not include a field visit by an architectural historian. As such, a supplement is required to cover the expenses of conducting the historic architectural resource survey, preparing a historic property report (HPR), documenting project effects, preparing the 800.11, and coordinating these documents with INDOT CRO and consulting parties.

Schedule

Since the ECL has already been approved, CRA anticipates approximately 12 months to complete the Section 106 process, given current INDOT review periods. This schedule may be shortened if the survey does not identify any historic properties and no effects report is required.

Fee

CRA will complete the additional tasks required for Section 106 review for a lump sum fee of **\$8,485**. This fee is in addition to the **\$875** already under contract for the MPPA and **\$3,475** already under contract for the phase Ia survey.

Assumptions

- No more than 15 historic architectural resources will be identified.
- The project will result in a finding of No Historic Properties Affected or No Adverse Effects.
- The subject bridge is not eligible for listing in the National Register of Historic Places.
- There will be no issues obtaining access to the project area
- The client will provide digital mapping in an AutoCAD or ArcView shapefile format.

Signed: Elizabeth Gallow, MHP
Director, Architectural and Cultural History
egallow@crai-ky.com
859-421-8492



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The supplemental was for the additional services that were required for utility coordination during the project. The county requested bi-weekly meetings so that we could keep up with the progress on the utility work during the projects. This is going to be reimbursed 80%(\$10,188.00) by INDOT after completion of the project, there are still existing funds on the PO to be used.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Sample Road, Phase I and II"/>	<input type="text" value="8161-8162"/>	<input type="text" value="\$12,735.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency: Federal Program:
CFDA#: Federal Award Number and Year (or other ID):
Pass Through Entity:
Request completed by:

This document is to be submitted no later than the Friday at noon prior to the requested meeting date.

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.monroe.in.us AND to the Commissioner's Office e-mail: commrequests@co.monroe.in.us

SUPPLEMENTAL AGREEMENT NO. 3

Design Services

Des. No. 1400783 & 1900467

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____, 2023, by and between Monroe County, Indiana, acting by and through the Board of Commissioners, hereinafter referred to as the "**LOCAL PUBLIC AGENCY**" and Butler, Fairman and Seufert, Inc., Indianapolis, Indiana, Consulting Engineers, hereinafter referred to as the "**CONSULTANT**".

WITNESSETH

WHEREAS, on January 23, 2015, the **LOCAL PUBLIC AGENCY** entered into an Agreement with the **CONSULTANT** for services required for development of Contract Plans for the construction of Sample Road from North Bottom Road to Old SR 37; Des No.'s 1400783 and 1900467

WHEREAS, the project required additional utility coordination and revisions developed by the **CONSULTANT** after tracing submittal and through construction as directed by the **LOCAL PUBLIC AGENCY**.

WHEREAS, the **LOCAL PUBLIC AGENCY** agrees to compensate the **CONSULTANT** for such On-Call Additional Services as set forth in Appendix D.

WHEREAS, directed by the **LOCAL PUBLIC AGENCY**, the **CONSULTANT** provided the following amended engineering services, for Sample Road from North Bottom Road to Old SR 37, as part of this Supplemental Agreement No. 3.

1. Attendance for bi-weekly utility progress meetings from 3/28/2022 through 4/12/2023
2. Additional coordination for utilities not relocated per the approved work plans:
 - a. ATT for utility damages caused by a fence installed by a property owner (a cost to cure item). ATT did not relocate at the back of R/W as shown on the approved work plan
 - b. Smithville and their contractor for joint underground relocation with REMC. The re-design was coordinated after REMC's relocation was complete.
 - c. Oliver Winery and its contractor for relocated forcemain damage caused by insufficient depth. The line was installed based on existing grade- not proposed grade as shown on the approved work plan.

3. Additional utility coordination for SCI REMC for a service connection in conflict with an underground bunker and other property owner concerns.
4. Plan revisions and coordination for WTWA water line cover and booster station access drive on West Sample Road.

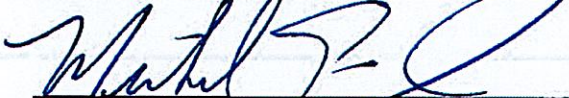
WHEREAS, the included Fee Summary provides the amended fees required for completion of the project (attached).

WHEREAS, the parties agree that the January 23, 2015, Agreement be modified by this Supplemental Agreement No. 3; the amended compensation for these additional services shall increase the not-to-exceed amount of this Agreement by \$12,735.00 to a total not-to-exceed amount of \$1,239,475.00.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement.

ENGINEER

BUTLER, FAIRMAN and SEUFERT, INC.



Mike Eichenauer, PE, Executive Vice President

LOCAL PUBLIC AGENCY


BOARD OF COMMISSIONERS
OF THE COUNTY OF MONROE, INDIANA

Penny Githens, President

Julie Thomas, Vice President

Elizabeth Lee Jones, Member

Attest:



Andrea Langille, PE, PMP

Attest:

Catherine Smith, Auditor

SAMPLE ROAD FEE SUMMARY							FEES		
SCOPE CATEGORY	ORIGINAL AGREEMENT	SUPPLEMENTAL 1	REVISED TOTAL	SUPPLEMENTAL 2	REVISED TOTAL	SUPPLEMENTAL 3	REVISED TOTAL		
Survey	\$172,810	\$0	\$172,810		\$179,110	\$0	\$179,110		
Environmental Documentation									
Environmental Document	\$51,890	\$7,800	\$59,690	\$3,000	\$62,690	\$0	\$62,690		
Bat Habitat Assessment	\$16,280	\$0	\$16,280	\$0	\$16,280	\$0	\$16,280		
Karst Studies/Report	\$31,540	\$0	\$31,540	\$0	\$31,540	\$0	\$31,540		
Noise Analysis	\$24,270	-\$24,270	\$0	\$0	\$0	\$0	\$0		
Archaeological	\$25,340	\$0	\$25,340	\$0	\$25,340	\$0	\$25,340		
Waters Report	\$6,420	\$0	\$6,420	\$0	\$6,420	\$0	\$6,420		
* Tree Mitigation	\$47,000	\$0	\$47,000	-\$47,000	\$0	\$0	\$0		
Permits	\$4,435	\$0	\$4,435	\$9,900	\$14,335	\$0	\$14,335		
Rule 5 & Erosion Control Plans	\$14,520	\$0	\$14,520	\$0	\$14,520	\$0	\$14,520		
Public Hearing	\$23,850	\$0	\$23,850	\$0	\$23,850	\$0	\$23,850		
Public Information Meeting	\$12,770	\$0	\$12,770	\$0	\$12,770	\$0	\$12,770		
Design	\$298,825	\$11,545	\$310,370	\$47,800	\$358,170	\$0	\$358,170		
Drainage	\$43,440	\$0	\$43,440	\$0	\$43,440	\$0	\$43,440		
R/W Engineering	\$318,875	\$0	\$318,875	\$0	\$318,875	\$0	\$318,875		
Geotechnical	\$104,200	\$0	\$104,200	-\$20,000	\$84,200	\$0	\$84,200		
Utility Coordination	\$20,275	\$4,925.00	\$25,200	\$0.00	\$25,200	\$0	\$25,200		
SUB TOTAL	\$1,216,740	\$0	\$1,216,740	\$0	\$1,216,740	\$0	\$1,216,740		
Contingency On-Call Additional Services	\$10,000	\$0	\$10,000	\$0	\$10,000	\$12,735	\$22,735		
TOTAL	\$1,226,740		\$1,226,740		\$1,226,740		\$1,239,475		